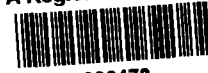




EPA Region 5 Records Ctr.



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General Counsel

Direct Dial: 312.747.2631

Facsimile: 312.747.2433

E-mail joan.fencik@chicagoparkdistrict.com

January 29, 2001

Cathleen Martwick
Associate Regional Counsel
United States EPA – Region 5
77 W. Jackson Blvd.
Chicago, IL 60604

*Re: DuSable Park
653 E. North Water Street*

Dear Ms. Martwick:

As requested enclosed please find copies of the Planned Development and deed for this parcel.

Very truly yours,

Joan Fencik
General Counsel

/nn

enclosure

c: S. Love

(Continued from page 73266)

Please let the record reflect that Alderman Tom Allen abstained from voting on Application Number 12303, and I, William J. P. Banks, abstained from voting on Application Numbers 12430, 12411 and 12380, under the provisions of Rule 14 of the City Council's Rules of Order and Procedure. I recused myself as well.

At this time I move that this report be immediately passed because time is of the essence. Again, I request that the record reflect that Alderman Tom Allen abstains from voting on Application Number 12303 and I, William J. P. Banks, abstain from voting on Application Numbers 12430, 12411 and 12380.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

RBPD 368 AA

On motion of Alderman Banks, the proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Lyle, Beavers, Dixon, Shaw, Buchanan, Balcer, Frias, Olivo, Burke, Jones, Coleman, Peterson, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Matlak, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-E.
(As Amended)
(Application Number A-3912)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial Manufacturing District and Residential Business Planned Development Number 368 symbols and indications as shown on Map Number 1-E in the area bounded by:

a line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the centerline of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive, the centerline of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; and the alley next south of East Grand Avenue,

to the designation of a Residential-Business Planned Development Number 368, as amended, which is hereby established in the area above described, subject to the provisions at the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development Number 368,
As Amended.

Plan Of Development Statements.

1. The area delineated herein as "Residential-Business Planned Development Number 368", as amended, consists of approximately one million five hundred nineteen thousand one hundred forty-four (1,519,144) square feet or thirty-four and eighty-seven hundredths (34.87) acres (exclusive of public rights-of-way and dedicated public open space) of real property as shown on the attached Planned Development Boundary Map ("the

Property").

2. This Plan of Development consists of these statements and the following (sub)exhibits: Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Subarea Map; Development Parcels Map; Maximum Height Zones; Existing and Planned Open Spaces; Pattern of Vehicular Roadways; and Recommended Traffic Improvements. These and no other zoning controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements hereof, and satisfies the established criteria for approval as a planned development.
3. The current property owner or an authorized agent shall obtain all required reviews, approvals, licenses and permits in connection with this Plan of Development. The dedication or vacation of any streets or alleys shall require a separate submittal and approval by the City Council.
4. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns (including any condominium association which is formed) and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the applicant's successors and assigns (including any condominium association which is formed) and, if different than the applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modifications or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Equitable Life Assurance Society of the United States as zoning control party for property located west of Columbus Drive, and by all the successors and assigns to the Chicago Dock and Canal Trust, as zoning control parties for the property located east of Columbus Drive. The board of directors of any condominium association shall represent individual condominium owners.

5. Several subareas are delineated on the attached Planned Development Sub-Area Map for the purposes of establishing use and density controls in connection with this Plan of Development. Uses permitted below plus thirty-five(+35) feet Chicago City Datum plus or minus six (6) feet in respect of design conditions ("Plaza Level") shall be general conformity with the Permitted and Special Uses of the C-6, Commercial-Manufacturing District classification; uses permitted at and above the Plaza Level in the area hereinbefore defined shall be in general conformity with the Permitted and Special Uses of the B7-6, General Central Business District classification, except that in that part of the subject area lying within two hundred (200) feet of North Michigan Avenue uses shall be in general conformity with the Permitted and Special Uses of the B6-7, Restricted Central Business District classification; uses permitted where no Plaza Level exists shall be in general conformity with the Permitted and Special Uses of the B7-6, General Central Business District Classification. Earth station receiving and transmitting dishes, microwave relay dishes and transmitting or receiving dishes shall be permitted. All other controls and regulations set forth herein are made applicable within the general application of this Statement. Uses permitted in DuSable Park (Sub-Area E) shall be recreational and related uses including but not limited to marinas; tennis courts; and similar facilities. Day care and other community-oriented uses are expressly permitted and strongly encouraged in all areas of the planned development. Agreement on how space for a minimum of one new day-care-center shall be provided with Subarea B or D to service new residents and employees of those subarea must be submitted and approved by the Department of Planning and Development prior to the issuance of any Part II approval for any Phase 2 building within these subareas (see Statement 17 hereof for description of Phase 2 development parcels).
6. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exceptions: (1) in Subarea A, grade is herein established at plus thirty-five (35) feet Chicago City Datum plus or minus six (6) feet in respect of design conditions ("Plaza Level"), (2) in Subarea B, grade is herein established as the curb level of Columbus Drive plus or minus six (6) feet in respect of design conditions and (3) space devoted to heating, ventilation, and air conditioning equipment shall not be included in Floor Area Ratio regardless of location.

7. Any service drives or other ingress or egress lanes shall be adequately designed and paved in accordance with the regulations of the Bureau of Traffic and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of twenty (20) feet to provide ingress and egress for emergency vehicles. There shall be no parking within established fire lanes.
8. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Chicago Department of Transportation and approval by the Department of Planning and Development. All parking spaces required to serve buildings or uses shall be located on the same parcel as the building or use served, or (i) if a residential use, within six hundred (600) feet walking distance, or (ii) if a non-residential use, within one thousand two hundred (1,200) feet walking distance. Parking to serve uses in Subarea E may be located underneath or west of Lake Shore Drive.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development and to the conditions of Statement 11 (e). Temporary signs such as construction and marketing signs may be permitted subject to the aforestated approvals. Signage for retail and movie theater uses is a special concern. A general signage plan indicating the locations and dimensions of signage for these uses, including all interior signage which is visible from public streets, shall be submitted prior to Part II approval in accord with Statement 16 hereof (Site Plan Review).
10. The height of buildings within the Planned Development and any appurtenances attached thereto shall be subject to the limitations on the attached (sub)exhibit labeled "Maximum Height Zones". Where maximum height zones have been established, building height shall be defined as follows:

"Building height" is the vertical distance from the curb level, or its equivalent, opposite the center of the front of a building to the highest point of the under side of the ceiling beams of the highest habitable floor, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the under side of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. (For the purpose of determining height, building tops of the other configurations may be considered to be the type described herein which most closely approximates the shape of the

proposed design). However, in no case shall the "actual" height of a building exceed the "maximum height" by more than sixty-five (65) feet.

11. The improvements on individual development sites shall be designed, constructed and maintained in accordance with the exhibits attached hereto and the following general design standards:

- (a) Buildings along Lake Shore Drive shall be designed to minimize building mass directly facing the Drive. The base along Lake Shore Drive of any such structure shall be limited to the height of Lake Shore Drive. The tower of such structures shall be set back a minimum of forty (40) feet from Lake Shore Drive although encroachments into such setback area for design reasons may be allowed by the Commissioner of Planning and Development as a minor change pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance. This forty (40) foot setback area shall be heavily landscaped with trees and other greenery so as to be visible from the Drive.
- (b) Landscaping of buildings at terraces, rooftops and balconies shall be provided wherever possible and appropriate. Buildings shall be designed with upper level architectural features that are lit at night wherever possible. Mechanical equipment on rooftops shall be screened with quality materials and made a feature of the building design, where appropriate.
- (c) Buildings shall be setback from the property line, if necessary, to achieve a minimum of twelve (12) feet, six (6) inches in sidewalk width to accommodate street trees. No awnings, canopies or other building projections shall be allowed that would interfere with street tree canopies except at entrances to hotels or movie theaters.
- (d) Building designs that reflect divisions into base, middle and top, that have setbacks, cornice lines, changes in plane or materials, articulated surfaces, or other methods of reducing the scale and mass are encouraged. Preferred building materials shall be stone, manufactured stone, brick, finished metal such as stainless steel, or articulated pre-cast concrete in combination with glass at the base. Exposed structural concrete, dryvit or other stucco-like material, or reflective glass shall not be allowed. Materials of upper stories shall be similar to those of the lower, however, the level of detailing may be simplified.

- (e) Buildings shall be designed with clearly delineated signage bands. The quality and amount of signage shall be strictly controlled. The total square footage displayed on any building shall be limited to no more than six (6) times the street frontage on any given street. Preference shall be given to pin-mounted back lit signs with individual letters that are externally lit. Signs behind glass that are visible from the sidewalk shall count toward the permitted sign area. The area of a sign that consists of individual letters shall be measured by drawing a box around the letters. Graphic images which depict tenant logos or products or which may otherwise be construed as advertising shall count as signage in their entirety. Signage on awnings shall be allowed on the valance only, with a maximum of five (5) inch high letters limited to tenant identification or logos only. No electronic moving message board signs shall be allowed. Rooftop signs shall be prohibited.
- (f) No new surface parking lots except interim lots approved by the Commission of Planning and Development shall be allowed. The maximum effort shall be made to contain parking in below-ground structures. Above-grade parking structures shall be enclosed, fronted by habitable space, or otherwise designed so as to have a similar appearance to habitable spaces in terms of finish materials, the shape and scale of openings, and the screening of ramps, car lights and ceiling fixtures. Any parking structures facing the Chicago River must be fronted by habitable space or completely enclosed and well articulated at all levels. The first floor of all structures facing Illinois Street, Grand Avenue, McClurg Court, Park Drive, or Columbus Drive shall maximize space with active uses such as retail, daycare, restaurants, etc. Parking structures shall also contain provisions for planting at the base, the roof, or at mid-height ledges.
- (g) Loading docks shall be concealed from public view through screening or landscaping. Curb cuts for loading docks shall be minimized.
- (h) The new roadway structure at upper level Illinois Street shall be finished in highly articulated stone, pre-cast concrete, or other quality material, with particular attention given to views of the structure from Columbus Drive. Terraced planting, pedestrian lighting, decorative railings, banners and other features shall be used to create a major pedestrian amenity. A major water feature shall be installed at the intersection of upper-level Illinois Street and the NBC Plaza. The underside of upper Illinois Street shall be

appropriately lit, structural columns shall be covered and other elements shall be added to create a safe, well-lit connection to Michigan Avenue.

- (i) The completion of the river edge esplanade shall be required of the developers of Parcels 14, 16 and 18. Such public spaces shall be developed with the same quality and character of amenities as the existing esplanade adjacent to these areas. In addition, the developer of Parcel 18 shall be responsible for the development of pedestrian access to DuSable Park under Lake Shore Drive. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive and convenient access to the park from the river esplanade. All plans shall be subject to detailed review and approval by the Department before the issuance of any Part II approval letters.
- 12. Publicly dedicated improvements, including streets, sidewalks, transit and open space amenities shall be designed, constructed and maintained in accordance with the (sub)exhibits described in Statement 2 hereof and the Cityfront Center Internal Design Standards: Section I" dated September 12, 1986. These standards shall be updated within ninety (90) days of the effective date of this amendment to be consistent with this amendment and to include new standards for a new forty thousand (40,000) square foot public open space at McClurg Court between Illinois Street and Grand Avenue and updated standards for sidewalks, vehicular access from the intermediate level of Lake Shore Drive, pedestrian circulation, transit and open space. No Part II approval shall be issued for any phase or development except Phase I described in Statement 17 until the standards have been updated.
- 13. The property owner(s) adjacent to the Chicago River shall develop a continuous pedestrian esplanade along the Chicago River's edge. Completion of the esplanade will occur as follows:
 - (a) the east right-of-way line of McClurg Court to the west right-of-way line of Lake Shore Drive shall be improved concurrently with development of adjacent parcels south of East North Water Street (Parcels 14, 16 and 18);

- (b) the west right-of-way line of Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The Chicago Park District and the owner(s) of development parcels immediately west of Lake Shore Drive shall jointly share the cost and responsibility of improvements underneath Lake Shore Drive, subject to approval of the State of Illinois to make such improvements.
14. The Open Space Plan attached hereto calls for a new forty thousand (40,000) square foot park on McClurg Court between Illinois Street and Grand Avenue. The owners of the adjacent development parcel (the Kraft Building site) shall be responsible for developing this new publicly-accessible park concurrently with the first new building within Subarea F. The park shall conform with general design standards included in the updated "Cityfront Center Internal Design Standards: Section I." (See Statement 12).
15. Traffic studies completed by developers and the City of Chicago within the past year project significant peak hour traffic volume increases on Illinois Street and Grand Avenue in particular as a result of new development. Some excess roadway capacity is available to handle this increased traffic, but a number of geometric, signal timing and parking control measures are recommended in addition to active transportation management in the Illinois-Grand Corridor. Accordingly, no Part II submittal shall be approved without a firm agreement between the developer and the Chicago Department of Transportation regarding the timing and responsibility for any recommended traffic improvements described in (Sub)Exhibit 8 hereof for streets adjoining the development site. Membership and participation in the Illinois-Grand Corridor Transportation Management Association shall also be required prior to the issuance of any Part II development approval.
16. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any development parcels within the Planned Development, other than alterations to existing buildings which do not increase their height or alter their footprint, a Site Plan for the proposed development, including parking areas, shall be submitted to the Commissioner of the Department of Planning and Development for approval. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with the general design standards in Statement 11 and to ensure coordination of public

improvements described in Statements 12 through 15 at an early stage. No Part II approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved by the Commissioner. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance. Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plan may be changed or modified pursuant to the minor change provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) the boundaries of the Property;
- (2) the footprint of the improvements;
- (3) location and dimensions of all loading berths;
- (4) preliminary landscaping plan prepared by a landscape architect with final landscaping plan to be approved at Part II stage;
- (5) all pedestrian circulation routes;
- (6) the location of any adjacent public improvements;
- (7) a signage plan for any building where retail or theater uses would be present above the ground level;
- (8) preliminary elevations of the improvements; and
- (9) statistical information applicable to the Property limited to the following:
 - (a) floor area and floor area ratio;
 - (b) uses to be established;
 - (c) building heights; and
 - (d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

17. The property within the Planned Development has and is expected to continue to be developed in phases over a period of years. The next phase of development, development of Parcels P4, P5, P9, P13, P14 and P16, shall be deemed for purposes of this statement as Phase 1. Development of Parcels P1, P3, P7, P8, P18 and P19 shall be deemed Phase 2. Development of the Kraft Building site and Parcels P21 and P24 shall be deemed Phase 3. Unless substantial construction has commenced on the majority of Phase 1 parcels within six (6) years and is diligently pursued, this Planned Development shall automatically expire and revert to the C3-6 and Residential-Business Plan Development Number 368 zoning classifications in effect prior to the effective date of this amendment. Unless substantial construction has commenced on all Phase 2 parcels within ten (10) years and Phase 3 parcels within fifteen (15) years and is diligently pursued, the property owners shall submit a report to the Commissioner of Planning and Development on the status of the development proposals for those parcels. Following the submission of such status reports, the Commissioner shall determine whether changed circumstances since the effective date of this amendment warrant any further modifications to this Planned Development.

[(Sub)Exhibit 2 (Existing Zoning Map); (Sub)Exhibit 3 (Planned Development Boundary and Subarea Map); (Sub)Exhibit 4 (Planned Development Parcels Map); (Sub)Exhibit 5 (Maximum Height Zones); (Sub)Exhibit 6 (Existing and Planned Open Spaces); and (Sub)Exhibit 7 (Pattern of Vehicular Roadways) referred to in these Plan of Development Statements printed on pages 73293 through 73298 of this Journal.]

(Sub)Exhibit 1 (Bulk Regulations and Data Table) and (Sub)Exhibit 8 (Recommended Traffic Improvements) referred to in these Plan of Development Statements read as follows:

(Sub)Exhibit 1.
(To Plan Of Development Statements)

Bulk Regulations And Data Table.

| Sub Area | Net Site Area see note (1) Sq. Ft. Acres | Minimum Retail Sq. Ft. 1000's | Minimum Commercial Sq. Ft. 1000's | Minimum Hotel Rooms | Minimum Dwelling Units | Minimum F.A.R. |
|----------|---|--|--|------------------------|-------------------------------------|-----------------------|
| A | 382,796 8.74 | 540 see note (7) | 329 | 1800 | Permitted see notes (7) & (7) | 12.81 see note (6) |
| B | 183,443 4.21 | 40 | 342 | 2800 | | 13.53 see note (7) |
| C | 177,302 2.81 | 140 | 830 | 540 | 630 | 12.72 |
| D | 256,232 10.47 | 170 | 300 | 0 | 2330 | 8.60 |
| E | 232,841 | 0 | 5 see note (4) | not permitted | not permitted | 0.02 |
| F | 143,516 3.29 | 350 | 830 | 540 | 430 | 10.45 |
| Total | 1,519,144 34.87 | 1240 | 9,946 | 3680 | 3610 see note (7) | 9.69 |

Gross Site Area = Net Site Area: 1,519,144 square feet (34.87 acres) + Area in or Proposed to be in Public Rights-of-Way: 927,763 square feet (21.30 acres) + Area in or Proposed to be in Public Parks or Open Space: 357,319 square feet (8.20 acres) = 2,804,226 square feet (64.38 acres).

| | Minimum | Maximum |
|----------------------------------|--|---|
| Off-Street Parking: | | |
| Business Uses | 1:5000 square feet | As determined by D.P.D. in consultation with C.D.O.T. |
| Hotel Uses | 1:4 Rooms | |
| Residential Uses | 55%/Dwelling Units | |
| Off-Street Loading: | Per B7-6 requirements. | |
| Minimum Peripheral Setbacks: | Sufficient to allow for street trees and pedestrian walkways (minimum twelve (12) feet, six (6) inches from building to curb face). | |
| Minimum Upper Level Setbacks: | Forty (40) feet from Lake Shore Drive at level of Upper Lake Shore Drive. | |

- Note (1): For the purpose of this Planned Development "Net Site Area" shall equal the entire land area (at Plaza Level where such is established, and otherwise at grade) within the boundaries of the planned development, less the area now dedicated or proposed to be dedicated to public use.
- Note (2): Dwelling units shall be permitted in Subareas A and B of this Planned Development subject to the provisions of the B7-7, General Central Business District classification. Any such units so built will not affect total of three thousand six hundred ten (3,610) dwelling units permitted in Subareas C, D and F. Dwelling units are permitted below the second floor in all subareas except Subarea E.
- Note (3): For purposes of exchange of uses, a hotel room shall be equal to zero and five tenths (0.5) dwelling units. The permissible number of hotel rooms within the planned development shall not exceed five thousand six hundred eighty (5,680) rooms. Ballrooms, meeting rooms, exhibition space, restaurant facilities and hotel-associated retail shall be deemed "accessory hotel uses" and shall be charged against commercial uses.
- Note (4): Although Subarea E (DuSable Park) has been dedicated to public park use, it is included in Net Site Area because a maximum of five thousand (5,000) square feet of park and recreation-related floor area may be constructed within its boundaries.
- Note (5): Assumes four hundred ten thousand (410,000) square feet allocated to development parcels P4 and P5 and the remaining one hundred thirty thousand (130,000) square feet allocated to remaining development parcels within Subarea A.
- Note (6): Assumes floor area allocated to existing building as follows: 401 North Michigan Avenue (seven hundred sixty thousand two hundred forty-one (760,241) square feet); University of Chicago Gleacher Center (two hundred forty thousand (240,000) square feet); NBC Tower (nine hundred twelve thousand (912,000) square feet); and to future development parcels as follows: P1 (seven hundred seventy-six thousand two hundred fifty (776,250) square feet); P3 (nine hundred seventy thousand (970,000) square feet) and P4/P5 (one million six hundred thousand (1,600,000) square feet).
- Note (7): Assumes floor area allocated to existing Sheraton Hotel at eight hundred sixty thousand three hundred seventy-nine (860,379)

square feet and future development parcels P7, P7A and P8 at one million six hundred twenty-one thousand two hundred ninety (1,621,290) square feet.

(Sub)Exhibit 8.
(To Plan Of Development Statement)

Recommended Traffic Improvements.

The following is a summary prepared by the Chicago Department of Transportation of the traffic impacts and proposed mitigation efforts for the River East, Grand Pier and North Bridge developments along the East Illinois Street -- East Grand Avenue corridor, as described in traffic studies prepared by traffic consultants for the developers and the City (KLOA and Barton-Aschman, respectively):

General Impacts: The three (3) developments will generate roughly three thousand (3,000) trips (one thousand six hundred (1,600) inbound and one thousand four hundred (1,400) outbound) during the P.M. peak hour. About one thousand three hundred fifty (1,350) trips (seven hundred fifty (750) inbound and six hundred (600) outbound) will be generated during A.M. peak hour.

There will be traffic volume increases on East Illinois Street and East Grand Avenue, between North State Street and North Lake Shore Drive, of roughly five hundred (500) to seven hundred (700) vehicles per hour during the P.M. peak hour. During the A.M. peak hour, traffic volume will increase on East Illinois Street and East Grand Avenue by roughly two hundred (200) to three (300) street vehicles per hour. Existing peak volumes on East Illinois Street and East Grand Avenue range between one thousand (1,000) and one thousand five hundred (1,500) vehicles per hour; with these developments, volumes would range between one thousand five hundred (1,500) and two thousand (2,000) vehicles per hour.

Some excess capacity is available to handle this increased demand, but a number of geometric, signal timing and parking control measures are recommended to further accommodate this increase in traffic.

Geometric and Signal Operations Improvements: In order to increase overall intersection capacity and address heavy traffic circulation demand, it is proposed to widen North McClurg Court between East Illinois Street and East Grand Avenue to provide double left turn lanes northbound at East Grand Avenue and

southbound at East Illinois Street. North McClurg Court would be further widened on the west side to provide a drop-off lane at the proposed residential building.

It is also proposed to widen North McClurg Court between East Ohio Street and East Grand Avenue to provide separate southbound right turn and through traffic lanes, and to provide a smoother northbound alignment through the East Grand Avenue intersection. The right-of way for this widening would need to be obtained from the adjacent property owners.

The traffic signals at North McClurg Court-- East Grand Avenue and at North McClurg Court -- East Illinois Street would be modified to accommodate the street widening and to provide left turn arrow signal indications for northbound traffic at East Grand Avenue and southbound traffic at East Illinois Street.

On East Grand Avenue at North State Street, the C.T.A. subway entrances at the northeast and northwest corners will be relocated out of the East Grand Avenue right-of-way. This will allow the widening of East Grand Avenue at this intersection to provide four (4) westbound lanes compared with the three (3) lanes currently available at this "bottleneck" location.

Restriping of various street segments is proposed in an effort to make more efficient use of pavement space and increase traffic capacity. Striping of left turn lanes, where appropriate, would be done on North State Street, North Wabash Avenue and North Rush Street at their intersections with East Illinois Street, East Grand Avenue, East Ohio Street and East Ontario Street. East Illinois Street would be restriped at North Columbus Drive to provide three through lanes, and separate left turn and right turn lanes.

Parking Controls: Metered on-street parking generally will need to be eliminated on East Illinois Street and East Grand Avenue from North State Street to North Lake Shore Drive in order to provide additional traffic capacity or to make the curb lane available for various pickup/dropoff activities. Sufficient off-street parking, provided as part of these developments, is intended to satisfy the demand for parking in the corridor.

It is proposed to eliminate parking on East Illinois Street from North State Street to North Michigan Avenue in order to provide three eastbound traffic lanes, compared with the two existing lanes. This increase in traffic capacity is needed to handle the increased demand on this segment of East Illinois Street.

It is proposed to eliminate parking on the south side of East Grand Avenue east of North Columbus Drive to provide a separate left turn lane on East Grand

Avenue at the approach to the North Columbus Drive signal. This would increase the through traffic capacity by removing the turning movements from the adjacent through traffic lane.

Parking would also be eliminated on both sides of East Grand Avenue east of North McClurg Court, in order to provide separate left turn and right turn lanes on the approach to the traffic signal. Again, traffic capacity would be increased by segregating the through and turning traffic movements.

The elimination of parking is also proposed on the south side of East Ontario Street at North Fairbanks Court in order to provide a westbound left turn lane on East Ontario Street. The striping of an optional through-left lane was also recommended as a further capacity improvement, although conflicts between turning vehicles and pedestrians in the south crosswalk will require further analysis.

Transportation Management: Active traffic management in the corridor will be undertaken by the Transportation Management Association which has been established. The T.M.A. will meet to exchange information on traffic operations needs and problems, changing development conditions, construction activities, special events and other factors which may affect transportation in the corridor. Various City agencies, including C.D.O.T., Planning, Police, Streets and Sanitation and the C.T.A., will coordinate efforts with corridor property managers to address evolving transportation demands.

Strict enforcement of existing and proposed parking restrictions will be necessary to ensure that street space needed for traffic capacity is available. Of particular concern is the need to keep East Illinois Street clear, east of North Columbus Drive; East Grand Avenue, west of North Michigan Avenue; East Ohio Street, west of North Michigan Avenue and East Ontario Street, west of North St. Clair Drive.

Improved public transit service as appropriate to serve the needs of the corridor will be developed. C.D.O.T. and the T.M.A. will be reviewing service needs and developing strategies for best providing public transportation, whether through modifications of C.T.A. service or additional shuttle bus operations.

Site Specific Improvements:

Parcels 4 and 5: The proposed lower level loading dock layout requires a number of traffic control measures in order to mitigate the potential effect on East

Illinois Street traffic. These measures include prohibition of on-street loading, provision of a dock master during loading dock hours, limitation on loading dock hours to prohibit backing maneuvers between 7:00 A.M. and 9:00 A.M. and between 4:00 P.M. and 7:00 P.M., Monday through Friday, and implementation of loading dock control as part of an overall Traffic Management Plan to be implemented by the Illinois Transportation Management Association.

Parcels P9 and P13: The increase in hotel development along North Columbus Drive between East Grand Avenue and East Illinois Street and along North Park Drive between East Illinois Street and North Water Street will concentrate taxi and other traffic movement in this area. Signing and striping is needed to prevent traffic from driving across East Illinois Street in order to access North Park Drive rather than turning left onto eastbound East Illinois Street. Vaulted sidewalks are also indicated in the public way on both East Grand Avenue and East Illinois Street. Although vaulted sidewalks are not generally recommended, they are acceptable in this instance to allow for the placement of parking underground.

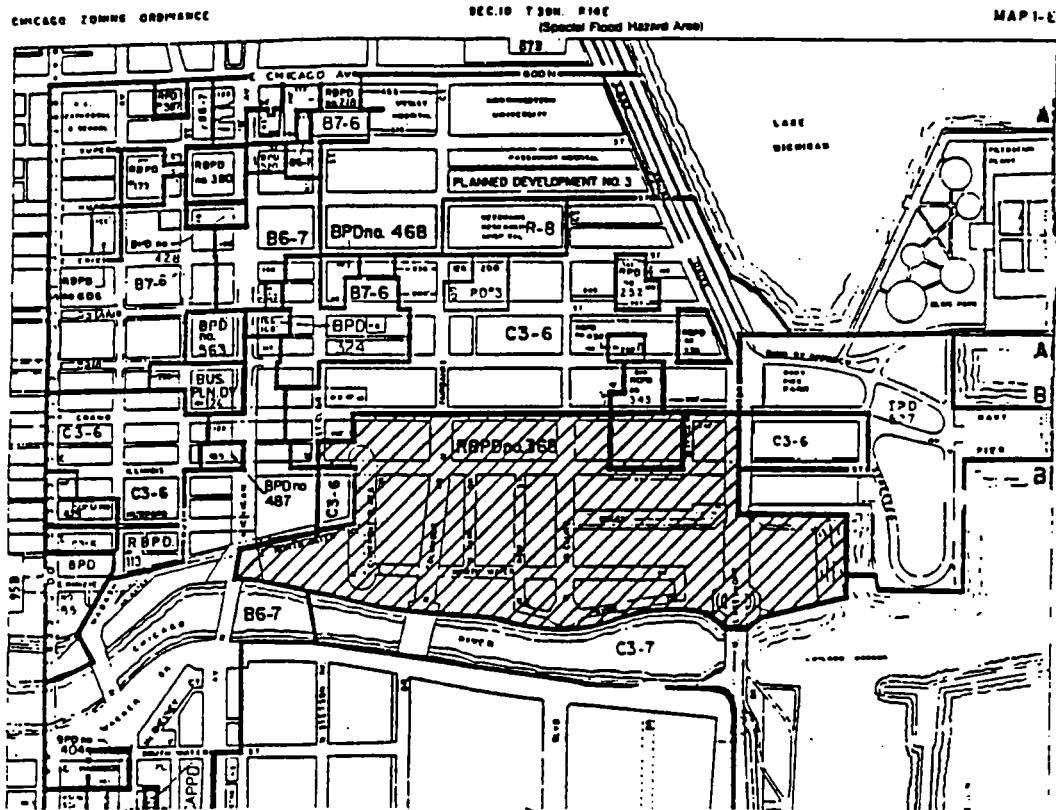
Parcels P14 and P16: The vacation of East River Drive east of North McClurg Court may result in hundreds of residential units being accessed from a single cul-de-sac street, North Water Street east of North McClurg Court. The sewer on North Water Street is seven (7) to eight (8) feet below the pavement, and its reconstruction at some time in the future, or any other significant utility maintenance, could severely restrict access to these residences. Widening of North Water Street to forty-four (44) feet from its existing forty (40) foot width is recommended in order to provide more flexibility to maintain two-way traffic in the event of any future construction activities.

The Kraft Building Site: There is no objection to vacating North Peshtigo Court in the future. If North Peshtigo Court is eliminated and another north/south street is added, its location must be checked with respect to the location of the drop off lanes on East Illinois Street at North Pier terminal. If North Peshtigo Court is retained, adding another north/south street between North Peshtigo Court and North McClurg Court is not recommended.

Parcels P18 and P19: Although it is physically feasible to add signalized access to these sites from intermediate level North Lake Shore Drive, access from this roadway is not recommended. Also, the A.D.A. accessibility of any pedestrian bridge built across Ogden Slip should be reviewed.

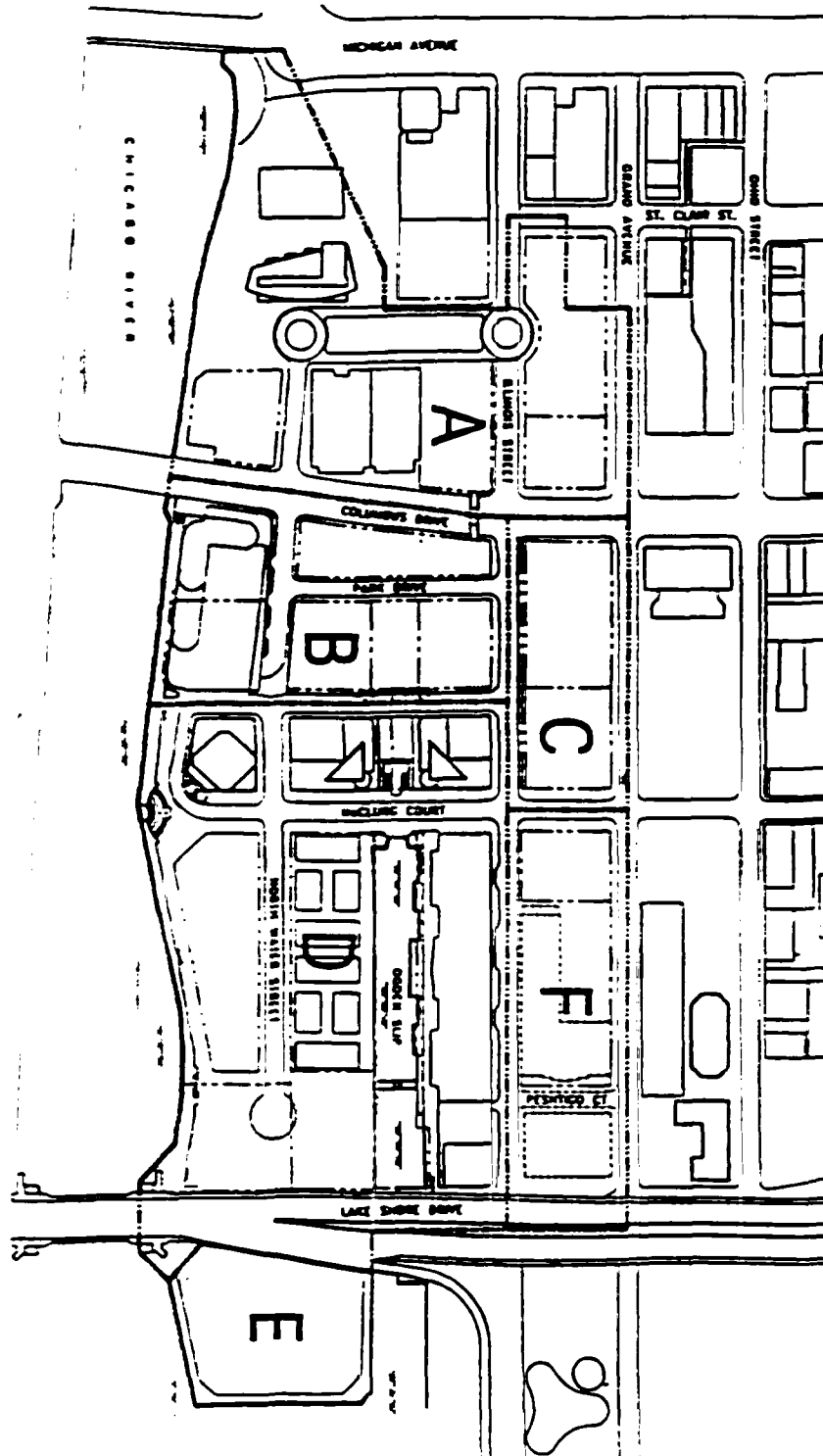
(Sub)Exhibit 2.
(To Plan Of Development Statements)

Existing Zoning Map.



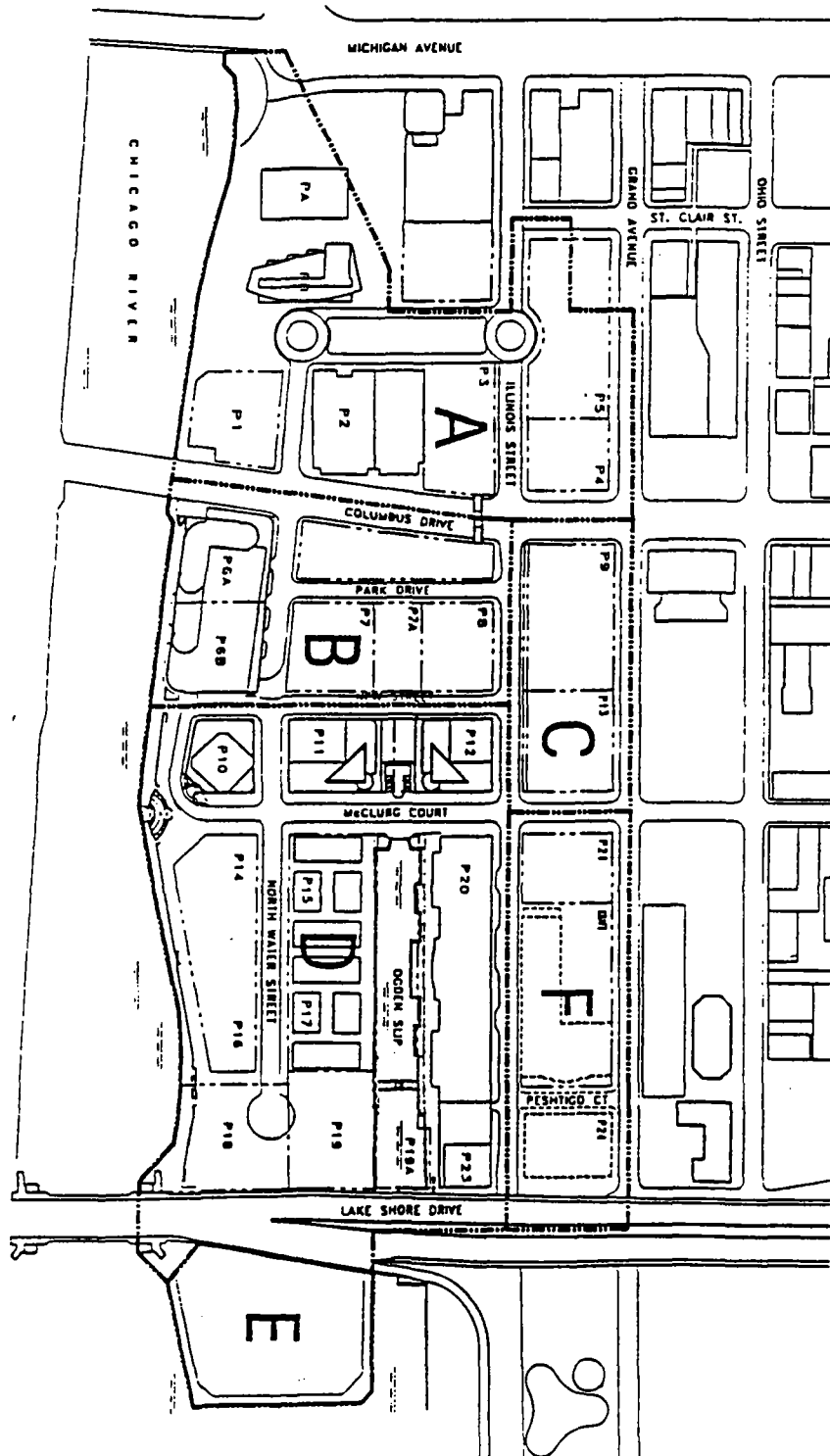
(Sub)Exhibit 3.
(To Plan Of Development Statements)

*Planned Development Boundaries
And Subarea Map.*



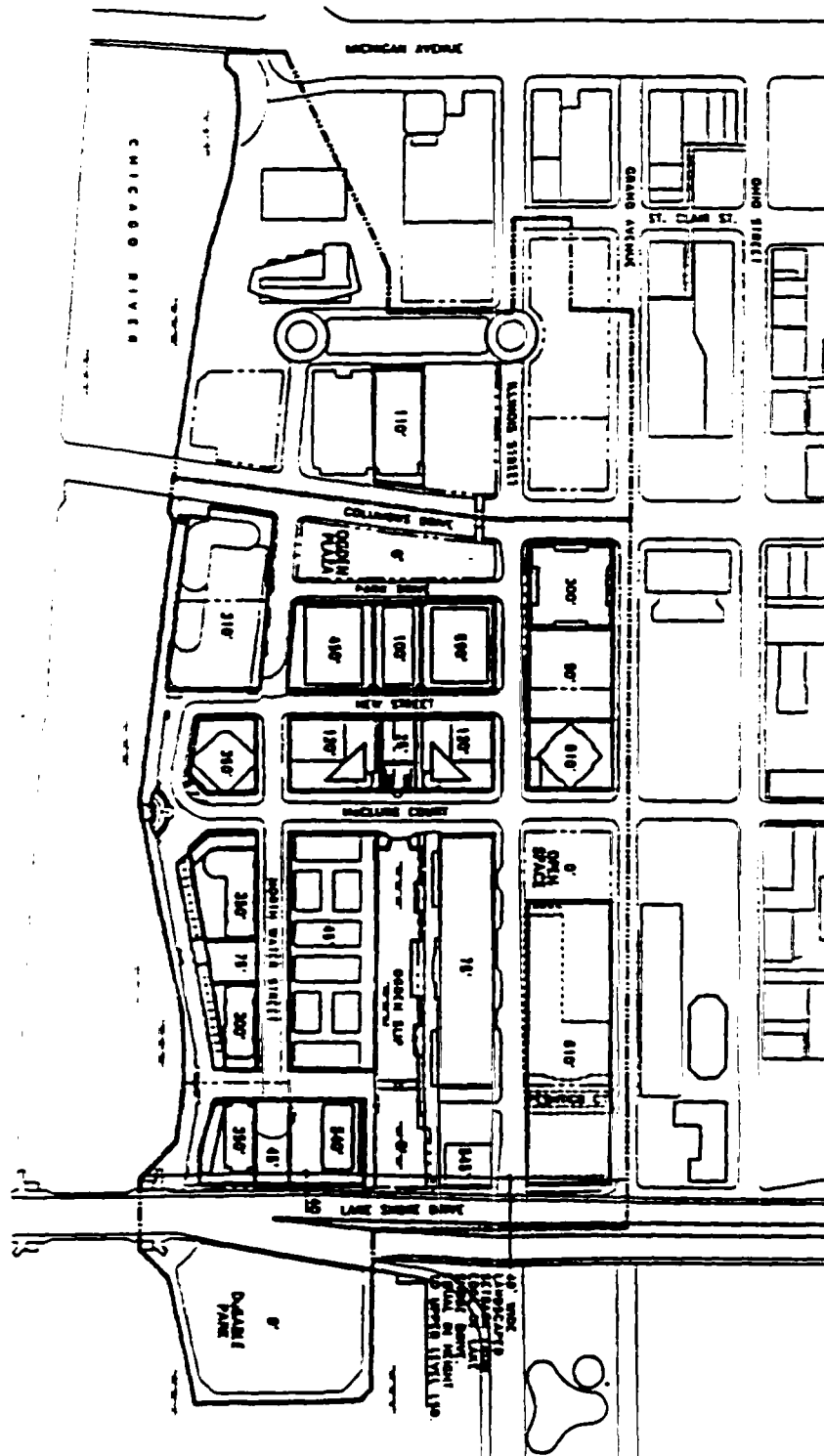
(Sub)Exhibit 4.
(To Plan Of Development Statements)

Planned Development Parcels Map.



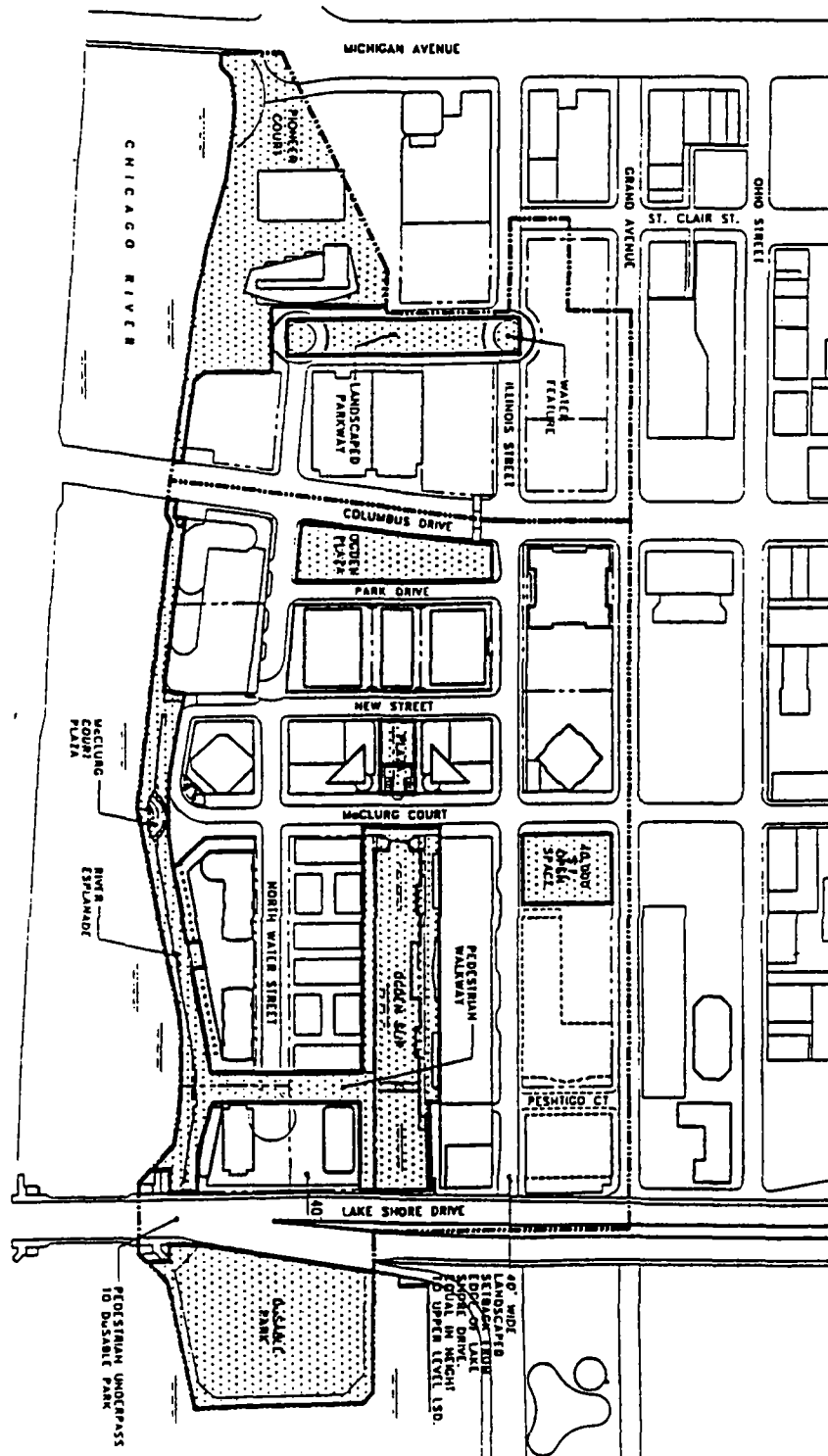
(Sub)Exhibit 5.
(To Plan Of Development Statements)

Maximum Height Zones.



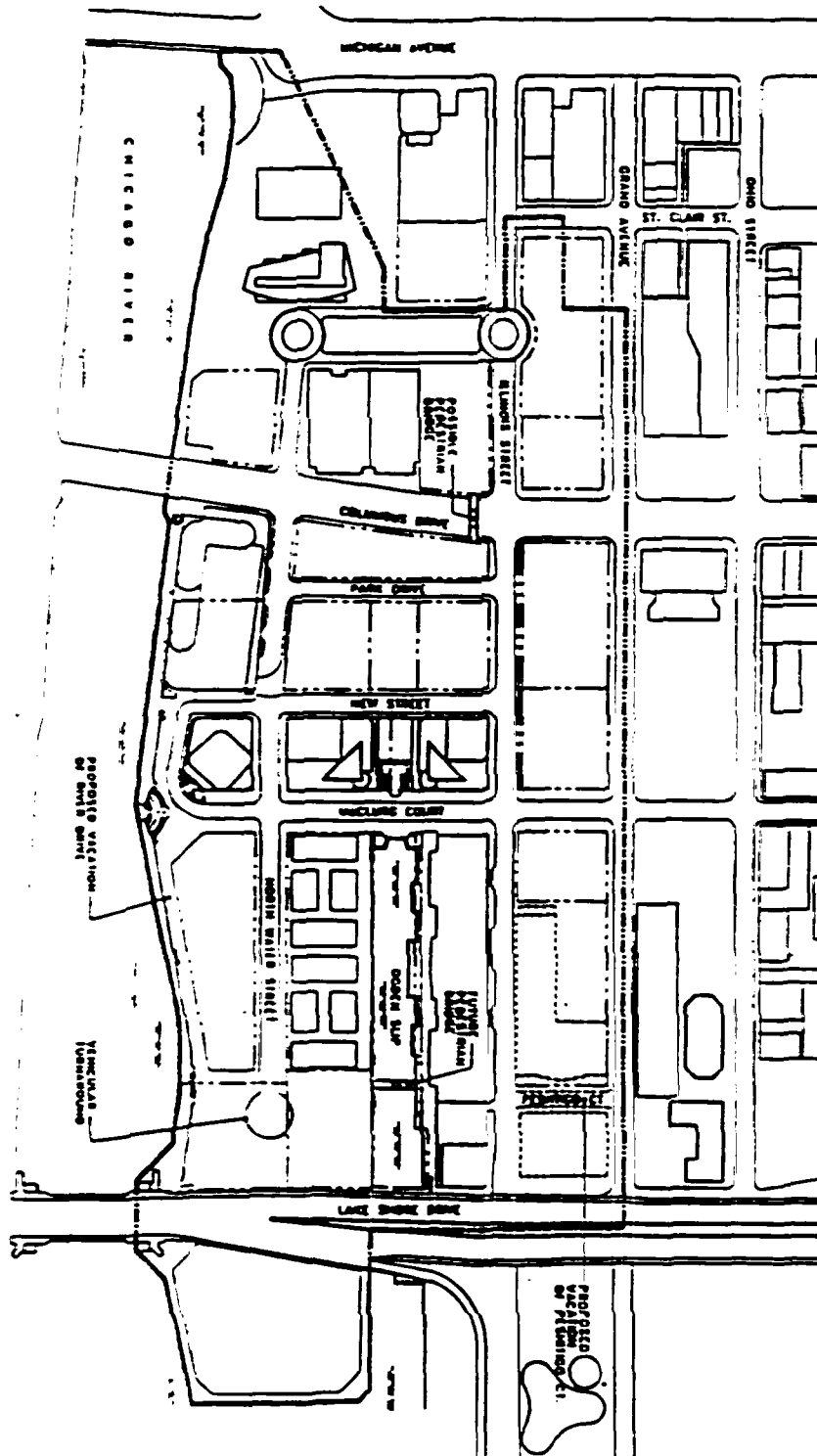
(Sub)Exhibit 6.
(To Plan Of Development Statements)

Existing And Planned Open Spaces.



(Sub)Exhibit 7.
(To Plan Of Development Statements)

Pattern Of Vehicular Roadways.



Reclassification Of Area Shown On Map Number 1-E.
(As Amended)
(Application Number A-3912)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial Manufacturing District and Residential Business Planned Development Number 368 symbols and indications as shown on Map Number 1-E in the area bounded by:

a line 150 feet east of and parallel to North St. Clair Street; East Grand Avenue; North Lake Shore Drive; the centerline of Ogden Slip to a point 439.74 feet east of North Lake Shore Drive, the centerline of the Turning Basin; the north bank of the Chicago River and the line thereof extended eastward where said bank does not exist; North Michigan Avenue; East North Water Street; North St. Clair Street (as now located); East Illinois Street; North St. Clair Street; and the alley next south of East Grand Avenue,

to the designation of a Residential-Business Planned Development Number 368, as amended, which is hereby established in the area above described, subject to the provisions at the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development Number 368,
As Amended.*

Plan Of Development Statements.

1. The area delineated herein as "Residential-Business Planned Development Number 368", as amended, consists of approximately one million five hundred nineteen thousand one hundred forty-four (1,519,144) square feet or thirty-four and eighty-seven hundredths (34.87) acres (exclusive of public rights-of-way and dedicated public open space) of real property as shown on the attached Planned Development Boundary Map ("the

Property").

2. This Plan of Development consists of these statements and the following (sub)exhibits: Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Subarea Map; Development Parcels Map; Maximum Height Zones; Existing and Planned Open Spaces; Pattern of Vehicular Roadways; and Recommended Traffic Improvements. These and no other zoning controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements hereof, and satisfies the established criteria for approval as a planned development.
3. The current property owner or an authorized agent shall obtain all required reviews, approvals, licenses and permits in connection with this Plan of Development. The dedication or vacation of any streets or alleys shall require a separate submittal and approval by the City Council.
4. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns (including any condominium association which is formed) and, if different than the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the applicant's successors and assigns (including any condominium association which is formed) and, if different than the applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modifications or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Equitable Life Assurance Society of the United States as zoning control party for property located west of Columbus Drive, and by all the successors and assigns to the Chicago Dock and Canal Trust, as zoning control parties for the property located east of Columbus Drive. The board of directors of any condominium association shall represent individual condominium owners.

5. Several subareas are delineated on the attached Planned Development Sub-Area Map for the purposes of establishing use and density controls in connection with this Plan of Development. Uses permitted below plus thirty-five(+35) feet Chicago City Datum plus or minus six (6) feet in respect of design conditions ("Plaza Level") shall be general conformity with the Permitted and Special Uses of the C-6, Commercial-Manufacturing District classification; uses permitted at and above the Plaza Level in the area hereinbefore defined shall be in general conformity with the Permitted and Special Uses of the B7-6, General Central Business District classification, except that in that part of the subject area lying within two hundred (200) feet of North Michigan Avenue uses shall be in general conformity with the Permitted and Special Uses of the B6-7, Restricted Central Business District classification; uses permitted where no Plaza Level exists shall be in general conformity with the Permitted and Special Uses of the B7-6, General Central Business District Classification. Earth station receiving and transmitting dishes, microwave relay dishes and transmitting or receiving dishes shall be permitted. All other controls and regulations set forth herein are made applicable within the general application of this Statement. Uses permitted in DuSable Park (Sub-Area E) shall be recreational and related uses including but not limited to marinas; tennis courts; and similar facilities. Day care and other community-oriented uses are expressly permitted and strongly encouraged in all areas of the planned development. Agreement on how space for a minimum of one new day-care-center shall be provided with Subarea B or D to service new residents and employees of those subarea must be submitted and approved by the Department of Planning and Development prior to the issuance of any Part II approval for any Phase 2 building within these subareas (see Statement 17 hereof for description of Phase 2 development parcels).
6. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply, with the following exceptions: (1) in Subarea A, grade is herein established at plus thirty-five (35) feet Chicago City Datum plus or minus six (6) feet in respect of design conditions ("Plaza Level"), (2) in Subarea B, grade is herein established as the curb level of Columbus Drive plus or minus six (6) feet in respect of design conditions and (3) space devoted to heating, ventilation, and air conditioning equipment shall not be included in Floor Area Ratio regardless of location.

7. Any service drives or other ingress or egress lanes shall be adequately designed and paved in accordance with the regulations of the Bureau of Traffic and in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of twenty (20) feet to provide ingress and egress for emergency vehicles. There shall be no parking within established fire lanes.
8. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Chicago Department of Transportation and approval by the Department of Planning and Development. All parking spaces required to serve buildings or uses shall be located on the same parcel as the building or use served, or (i) if a residential use, within six hundred (600) feet walking distance, or (ii) if a non-residential use, within one thousand two hundred (1,200) feet walking distance. Parking to serve uses in Subarea E may be located underneath or west of Lake Shore Drive.
9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development and to the conditions of Statement 11 (e). Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals. Signage for retail and movie theater uses is a special concern. A general signage plan indicating the locations and dimensions of signage for these uses, including all interior signage which is visible from public streets, shall be submitted prior to Part II approval in accord with Statement 16 hereof (Site Plan Review).
10. The height of buildings within the Planned Development and any appurtenances attached thereto shall be subject to the limitations on the attached (sub)exhibit labeled "Maximum Height Zones". Where maximum height zones have been established, building height shall be defined as follows:

"Building height" is the vertical distance from the curb level, or its equivalent, opposite the center of the front of a building to the highest point of the under side of the ceiling beams of the highest habitable floor, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the under side of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. (For the purpose of determining height, building tops of the other configurations may be considered to be the type described herein which most closely approximates the shape of the

proposed design). However, in no case shall the "actual" height of a building exceed the "maximum height" by more than sixty-five (65) feet.

11. The improvements on individual development sites shall be designed, constructed and maintained in accordance with the exhibits attached hereto and the following general design standards:
 - (a) Buildings along Lake Shore Drive shall be designed to minimize building mass directly facing the Drive. The base along Lake Shore Drive of any such structure shall be limited to the height of Lake Shore Drive. The tower of such structures shall be set back a minimum of forty (40) feet from Lake Shore Drive although encroachments into such setback area for design reasons may be allowed by the Commissioner of Planning and Development as a minor change pursuant to Section 11.11-3(c) of the Chicago Zoning Ordinance. This forty (40) foot setback area shall be heavily landscaped with trees and other greenery so as to be visible from the Drive.
 - (b) Landscaping of buildings at terraces, rooftops and balconies shall be provided wherever possible and appropriate. Buildings shall be designed with upper level architectural features that are lit at night wherever possible. Mechanical equipment on rooftops shall be screened with quality materials and made a feature of the building design, where appropriate.
 - (c) Buildings shall be setback from the property line, if necessary, to achieve a minimum of twelve (12) feet, six (6) inches in sidewalk width to accommodate street trees. No awnings, canopies or other building projections shall be allowed that would interfere with street tree canopies except at entrances to hotels or movie theaters.
 - (d) Building designs that reflect divisions into base, middle and top, that have setbacks, cornice lines, changes in plane or materials, articulated surfaces, or other methods of reducing the scale and mass are encouraged. Preferred building materials shall be stone, manufactured stone, brick, finished metal such as stainless steel, or articulated pre-cast concrete in combination with glass at the base. Exposed structural concrete, dryvit or other stucco-like material, or reflective glass shall not be allowed. Materials of upper stories shall be similar to those of the lower, however, the level of detailing may be simplified.

- (e) Buildings shall be designed with clearly delineated signage bands. The quality and amount of signage shall be strictly controlled. The total square footage displayed on any building shall be limited to no more than six (6) times the street frontage on any given street. Preference shall be given to pin-mounted back lit signs with individual letters that are externally lit. Signs behind glass that are visible from the sidewalk shall count toward the permitted sign area. The area of a sign that consists of individual letters shall be measured by drawing a box around the letters. Graphic images which depict tenant logos or products or which may otherwise be construed as advertising shall count as signage in their entirety. Signage on awnings shall be allowed on the valance only, with a maximum of five (5) inch high letters limited to tenant identification or logos only. No electronic moving message board signs shall be allowed. Rooftop signs shall be prohibited.
- (f) No new surface parking lots except interim lots approved by the Commission of Planning and Development shall be allowed. The maximum effort shall be made to contain parking in below-ground structures. Above-grade parking structures shall be enclosed, fronted by habitable space, or otherwise designed so as to have a similar appearance to habitable spaces in terms of finish materials, the shape and scale of openings, and the screening of ramps, car lights and ceiling fixtures. Any parking structures facing the Chicago River must be fronted by habitable space or completely enclosed and well articulated at all levels. The first floor of all structures facing Illinois Street, Grand Avenue, McClurg Court, Park Drive, or Columbus Drive shall maximize space with active uses such as retail, daycare, restaurants, etc. Parking structures shall also contain provisions for planting at the base, the roof, or at mid-height ledges.
- (g) Loading docks shall be concealed from public view through screening or landscaping. Curb cuts for loading docks shall be minimized.
- (h) The new roadway structure at upper level Illinois Street shall be finished in highly articulated stone, pre-cast concrete, or other quality material, with particular attention given to views of the structure from Columbus Drive. Terraced planting, pedestrian lighting, decorative railings, banners and other features shall be used to create a major pedestrian amenity. A major water feature shall be installed at the intersection of upper-level Illinois Street and the NBC Plaza. The underside of upper Illinois Street shall be

appropriately lit, structural columns shall be covered and other elements shall be added to create a safe, well-lit connection to Michigan Avenue.

- (i) The completion of the river edge esplanade shall be required of the developers of Parcels 14, 16 and 18. Such public spaces shall be developed with the same quality and character of amenities as the existing esplanade adjacent to these areas. In addition, the developer of Parcel 18 shall be responsible for the development of pedestrian access to DuSable Park under Lake Shore Drive. Such access shall be well-lit, suitably paved, and finished so as to provide safe, attractive and convenient access to the park from the river esplanade. All plans shall be subject to detailed review and approval by the Department before the issuance of any Part II approval letters.
- 12. Publicly dedicated improvements, including streets, sidewalks, transit and open space amenities shall be designed, constructed and maintained in accordance with the (sub)exhibits described in Statement 2 hereof and the Cityfront Center Internal Design Standards: Section I" dated September 12, 1986. These standards shall be updated within ninety (90) days of the effective date of this amendment to be consistent with this amendment and to include new standards for a new forty thousand (40,000) square foot public open space at McClurg Court between Illinois Street and Grand Avenue and updated standards for sidewalks, vehicular access from the intermediate level of Lake Shore Drive, pedestrian circulation, transit and open space. No Part II approval shall be issued for any phase or development except Phase I described in Statement 17 until the standards have been updated.
- 13. The property owner(s) adjacent to the Chicago River shall develop a continuous pedestrian esplanade along the Chicago River's edge. Completion of the esplanade will occur as follows:
 - (a) the east right-of-way line of McClurg Court to the west right-of-way line of Lake Shore Drive shall be improved concurrently with development of adjacent parcels south of East North Water Street (Parcels 14, 16 and 18);

- (b) the west right-of-way line of Lake Shore Drive to DuSable Park shall be constructed concurrently with the construction of DuSable Park. The Chicago Park District and the owner(s) of development parcels immediately west of Lake Shore Drive shall jointly share the cost and responsibility of improvements underneath Lake Shore Drive, subject to approval of the State of Illinois to make such improvements.
- 14. The Open Space Plan attached hereto calls for a new forty thousand (40,000) square foot park on McClurg Court between Illinois Street and Grand Avenue. The owners of the adjacent development parcel (the Kraft Building site) shall be responsible for developing this new publicly-accessible park concurrently with the first new building within Subarea F. The park shall conform with general design standards included in the updated "Cityfront Center Internal Design Standards: Section I." (See Statement 12).
- 15. Traffic studies completed by developers and the City of Chicago within the past year project significant peak hour traffic volume increases on Illinois Street and Grand Avenue in particular as a result of new development. Some excess roadway capacity is available to handle this increased traffic, but a number of geometric, signal timing and parking control measures are recommended in addition to active transportation management in the Illinois-Grand Corridor. Accordingly, no Part II submittal shall be approved without a firm agreement between the developer and the Chicago Department of Transportation regarding the timing and responsibility for any recommended traffic improvements described in (Sub)Exhibit 8 hereof for streets adjoining the development site. Membership and participation in the Illinois-Grand Corridor Transportation Management Association shall also be required prior to the issuance of any Part II development approval.
- 16. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any development parcels within the Planned Development, other than alterations to existing buildings which do not increase their height or alter their footprint, a Site Plan for the proposed development, including parking areas, shall be submitted to the Commissioner of the Department of Planning and Development for approval. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with the general design standards in Statement 11 and to ensure coordination of public

improvements described in Statements 12 through 15 at an early stage. No Part II approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved by the Commissioner. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance. Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. The approved Site Plan may be changed or modified pursuant to the minor change provisions of Section 11.11-3(c) of the Chicago Zoning Ordinance.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) the boundaries of the Property;
- (2) the footprint of the improvements;
- (3) location and dimensions of all loading berths;
- (4) preliminary landscaping plan prepared by a landscape architect with final landscaping plan to be approved at Part II stage;
- (5) all pedestrian circulation routes;
- (6) the location of any adjacent public improvements;
- (7) a signage plan for any building where retail or theater uses would be present above the ground level;
- (8) preliminary elevations of the improvements; and
- (9) statistical information applicable to the Property limited to the following:
 - (a) floor area and floor area ratio;
 - (b) uses to be established;
 - (c) building heights; and
 - (d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

17. The property within the Planned Development has and is expected to continue to be developed in phases over a period of years. The next phase of development, development of Parcels P4, P5, P9, P13, P14 and P16, shall be deemed for purposes of this statement as Phase 1. Development of Parcels P1, P3, P7, P8, P18 and P19 shall be deemed Phase 2. Development of the Kraft Building site and Parcels P21 and P24 shall be deemed Phase 3. Unless substantial construction has commenced on the majority of Phase 1 parcels within six (6) years and is diligently pursued, this Planned Development shall automatically expire and revert to the C3-6 and Residential-Business Plan Development Number 368 zoning classifications in effect prior to the effective date of this amendment. Unless substantial construction has commenced on all Phase 2 parcels within ten (10) years and Phase 3 parcels within fifteen (15) years and is diligently pursued, the property owners shall submit a report to the Commissioner of Planning and Development on the status of the development proposals for those parcels. Following the submission of such status reports, the Commissioner shall determine whether changed circumstances since the effective date of this amendment warrant any further modifications to this Planned Development.

[(Sub)Exhibit 2 (Existing Zoning Map); (Sub)Exhibit 3 (Planned Development Boundary and Subarea Map); (Sub)Exhibit 4 (Planned Development Parcels Map); (Sub)Exhibit 5 (Maximum Height Zones); (Sub)Exhibit 6 (Existing and Planned Open Spaces); and (Sub)Exhibit 7 (Pattern of Vehicular Roadways) referred to in these Plan of Development Statements printed on pages 73293 through 73298 of this Journal.]

(Sub)Exhibit 1 (Bulk Regulations and Data Table) and (Sub)Exhibit 8 (Recommended Traffic Improvements) referred to in these Plan of Development Statements read as follows:

(Sub)Exhibit 1.
(To Plan Of Development Statements)

Bulk Regulations And Data Table.

| Sub Area | Net Site Area sq. ft. Acres | Minimum Retail Sq. Ft. 1000's | Minimum Commercial Sq. Ft. 1000's | Minimum Hotel Rooms | Minimum Dwelling Units | Minimum F.A.U. |
|----------|-----------------------------------|--|--|------------------------|-------------------------------------|-----------------------|
| A | 180,726 8.74 | 540 see note (7) | 3239 | 1800 | Permitted see notes (7) & (7) | 13.81 see note (6) |
| B | 183,642 4.31 | 40 | 2482 | 2800 | | 13.31 see note (7) |
| C | 122,102 2.81 | 140 | 830 | 540 | 630 | 12.72 |
| D | 456,232 10.47 | 170 | 300 | 0 | 2330 | 8.80 |
| E | 232,841 | 0 | 5 see note (4) | not permitted | not permitted | 0.02 |
| F | 143,516 3.39 | 330 | 830 | 540 | 630 | 10.45 |
| Total | 1,519,144 34.87 | 1240 | 9,946 | 5680 | 3610 see note (7) | 9.49 |

Gross Site Area = Net Site Area: 1,519,144 square feet (34.87 acres) + Area in or Proposed to be in Public Rights-of-Way: 927,763 square feet (21.30 acres) + Area in or Proposed to be in Public Parks or Open Space: 357,319 square feet (8.20 acres) = 2,804,226 square feet (64.38 acres).

| | Minimum | Maximum |
|----------------------------------|--------------------|--|
| Off-Street Parking: | | |
| Business Uses | 1:5000 square feet | As determined by D.P.D. in consultation with C.D.O.T. |
| Hotel Uses | 1:4 Rooms | |
| Residential Uses | 55%/Dwelling Units | |
| Off-Street Loading: | | Per B7-6 requirements. |
| Minimum Peripheral Setbacks: | | Sufficient to allow for street trees and pedestrian walkways (minimum twelve (12) feet, six (6) inches from building to curb face). |
| Minimum Upper Level Setbacks: | | Forty (40) feet from Lake Shore Drive at level of Upper Lake Shore Drive. |

- Note (1): For the purpose of this Planned Development "Net Site Area" shall equal the entire land area (at Plaza Level where such is established, and otherwise at grade) within the boundaries of the planned development, less the area now dedicated or proposed to be dedicated to public use.
- Note (2): Dwelling units shall be permitted in Subareas A and B of this Planned Development subject to the provisions of the B7-7, General Central Business District classification. Any such units so built will not affect total of three thousand six hundred ten (3,610) dwelling units permitted in Subareas C, D and F. Dwelling units are permitted below the second floor in all subareas except Subarea E.
- Note (3): For purposes of exchange of uses, a hotel room shall be equal to zero and five tenths (0.5) dwelling units. The permissible number of hotel rooms within the planned development shall not exceed five thousand six hundred eighty (5,680) rooms. Ballrooms, meeting rooms, exhibition space, restaurant facilities and hotel-associated retail shall be deemed "accessory hotel uses" and shall be charged against commercial uses.
- Note (4): Although Subarea E (DuSable Park) has been dedicated to public park use, it is included in Net Site Area because a maximum of five thousand (5,000) square feet of park and recreation-related floor area may be constructed within its boundaries.
- Note (5): Assumes four hundred ten thousand (410,000) square feet allocated to development parcels P4 and P5 and the remaining one hundred thirty thousand (130,000) square feet allocated to remaining development parcels within Subarea A.
- Note (6): Assumes floor area allocated to existing building as follows: 401 North Michigan Avenue (seven hundred sixty thousand two hundred forty-one (760,241) square feet); University of Chicago Gleacher Center (two hundred forty thousand (240,000) square feet); NBC Tower (nine hundred twelve thousand (912,000) square feet); and to future development parcels as follows: P1 (seven hundred seventy-six thousand two hundred fifty (776,250) square feet); P3 (nine hundred seventy thousand (970,000) square feet) and P4/P5 (one million six hundred thousand (1,600,000) square feet).
- Note (7): Assumes floor area allocated to existing Sheraton Hotel at eight hundred sixty thousand three hundred seventy-nine (860,379)

square feet and future development parcels P7, P7A and P8 at one million six hundred twenty-one thousand two hundred ninety (1,621,290) square feet.

(Sub)Exhibit 8.
(To Plan Of Development Statement)

Recommended Traffic Improvements.

The following is a summary prepared by the Chicago Department of Transportation of the traffic impacts and proposed mitigation efforts for the River East, Grand Pier and North Bridge developments along the East Illinois Street -- East Grand Avenue corridor, as described in traffic studies prepared by traffic consultants for the developers and the City (KLOA and Barton-Aschman, respectively):

General Impacts: The three (3) developments will generate roughly three thousand (3,000) trips (one thousand six hundred (1,600) inbound and one thousand four hundred (1,400) outbound) during the P.M. peak hour. About one thousand three hundred fifty (1,350) trips (seven hundred fifty (750) inbound and six hundred (600) outbound) will be generated during A.M. peak hour.

There will be traffic volume increases on East Illinois Street and East Grand Avenue, between North State Street and North Lake Shore Drive, of roughly five hundred (500) to seven hundred (700) vehicles per hour during the P.M. peak hour. During the A.M. peak hour, traffic volume will increase on East Illinois Street and East Grand Avenue by roughly two hundred (200) to three (300) street vehicles per hour. Existing peak volumes on East Illinois Street and East Grand Avenue range between one thousand (1,000) and one thousand five hundred (1,500) vehicles per hour; with these developments, volumes would range between one thousand five hundred (1,500) and two thousand (2,000) vehicles per hour.

Some excess capacity is available to handle this increased demand, but a number of geometric, signal timing and parking control measures are recommended to further accommodate this increase in traffic.

Geometric and Signal Operations Improvements: In order to increase overall intersection capacity and address heavy traffic circulation demand, it is proposed to widen North McClurg Court between East Illinois Street and East Grand Avenue to provide double left turn lanes northbound at East Grand Avenue and

southbound at East Illinois Street. North McClurg Court would be further widened on the west side to provide a drop-off lane at the proposed residential building.

It is also proposed to widen North McClurg Court between East Ohio Street and East Grand Avenue to provide separate southbound right turn and through traffic lanes, and to provide a smoother northbound alignment through the East Grand Avenue intersection. The right-of way for this widening would need to be obtained from the adjacent property owners.

The traffic signals at North McClurg Court-- East Grand Avenue and at North McClurg Court -- East Illinois Street would be modified to accommodate the street widening and to provide left turn arrow signal indications for northbound traffic at East Grand Avenue and southbound traffic at East Illinois Street.

On East Grand Avenue at North State Street, the C.T.A. subway entrances at the northeast and northwest corners will be relocated out of the East Grand Avenue right-of-way. This will allow the widening of East Grand Avenue at this intersection to provide four (4) westbound lanes compared with the three (3) lanes currently available at this "bottleneck" location.

Restriping of various street segments is proposed in an effort to make more efficient use of pavement space and increase traffic capacity. Striping of left turn lanes, where appropriate, would be done on North State Street, North Wabash Avenue and North Rush Street at their intersections with East Illinois Street, East Grand Avenue, East Ohio Street and East Ontario Street. East Illinois Street would be restriped at North Columbus Drive to provide three through lanes, and separate left turn and right turn lanes.

Parking Controls: Metered on-street parking generally will need to be eliminated on East Illinois Street and East Grand Avenue from North State Street to North Lake Shore Drive in order to provide additional traffic capacity or to make the curb lane available for various pickup/dropoff activities. Sufficient off-street parking, provided as part of these developments, is intended to satisfy the demand for parking in the corridor.

It is proposed to eliminate parking on East Illinois Street from North State Street to North Michigan Avenue in order to provide three eastbound traffic lanes, compared with the two existing lanes. This increase in traffic capacity is needed to handle the increased demand on this segment of East Illinois Street.

It is proposed to eliminate parking on the south side of East Grand Avenue east of North Columbus Drive to provide a separate left turn lane on East Grand

Avenue at the approach to the North Columbus Drive signal. This would increase the through traffic capacity by removing the turning movements from the adjacent through traffic lane.

Parking would also be eliminated on both sides of East Grand Avenue east of North McClurg Court, in order to provide separate left turn and right turn lanes on the approach to the traffic signal. Again, traffic capacity would be increased by segregating the through and turning traffic movements.

The elimination of parking is also proposed on the south side of East Ontario Street at North Fairbanks Court in order to provide a westbound left turn lane on East Ontario Street. The striping of an optional through-left lane was also recommended as a further capacity improvement, although conflicts between turning vehicles and pedestrians in the south crosswalk will require further analysis.

Transportation Management: Active traffic management in the corridor will be undertaken by the Transportation Management Association which has been established. The T.M.A. will meet to exchange information on traffic operations needs and problems, changing development conditions, construction activities, special events and other factors which may affect transportation in the corridor. Various City agencies, including C.D.O.T., Planning, Police, Streets and Sanitation and the C.T.A., will coordinate efforts with corridor property managers to address evolving transportation demands.

Strict enforcement of existing and proposed parking restrictions will be necessary to ensure that street space needed for traffic capacity is available. Of particular concern is the need to keep East Illinois Street clear, east of North Columbus Drive; East Grand Avenue, west of North Michigan Avenue; East Ohio Street, west of North Michigan Avenue and East Ontario Street, west of North St. Clair Drive.

Improved public transit service as appropriate to serve the needs of the corridor will be developed. C.D.O.T. and the T.M.A. will be reviewing service needs and developing strategies for best providing public transportation, whether through modifications of C.T.A. service or additional shuttle bus operations.

Site Specific Improvements:

Parcels 4 and 5: The proposed lower level loading dock layout requires a number of traffic control measures in order to mitigate the potential effect on East

Illinois Street traffic. These measures include prohibition of on-street loading, provision of a dock master during loading dock hours, limitation on loading dock hours to prohibit backing maneuvers between 7:00 A.M. and 9:00 A.M. and between 4:00 P.M. and 7:00 P.M., Monday through Friday, and implementation of loading dock control as part of an overall Traffic Management Plan to be implemented by the Illinois Transportation Management Association.

Parcels P9 and P13: The increase in hotel development along North Columbus Drive between East Grand Avenue and East Illinois Street and along North Park Drive between East Illinois Street and North Water Street will concentrate taxi and other traffic movement in this area. Signing and striping is needed to prevent traffic from driving across East Illinois Street in order to access North Park Drive rather than turning left onto eastbound East Illinois Street. Vaulted sidewalks are also indicated in the public way on both East Grand Avenue and East Illinois Street. Although vaulted sidewalks are not generally recommended, they are acceptable in this instance to allow for the placement of parking underground.

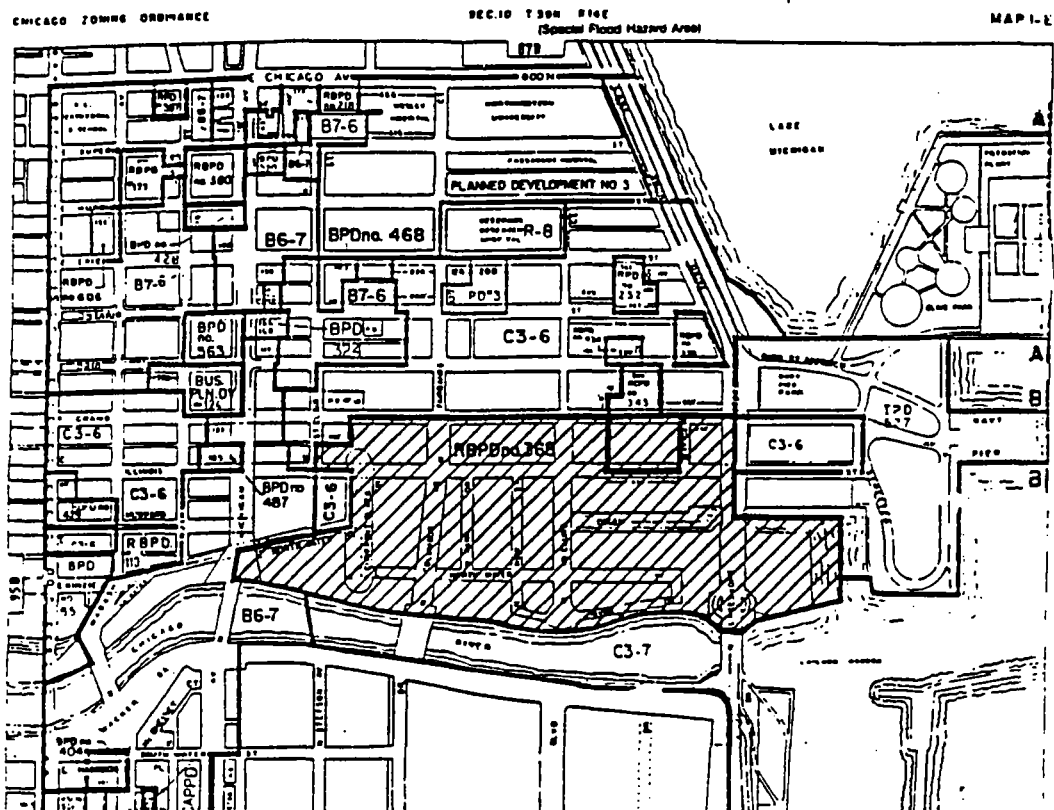
Parcels P14 and P16: The vacation of East River Drive east of North McClurg Court may result in hundreds of residential units being accessed from a single cul-de-sac street, North Water Street east of North McClurg Court. The sewer on North Water Street is seven (7) to eight (8) feet below the pavement, and its reconstruction at some time in the future, or any other significant utility maintenance, could severely restrict access to these residences. Widening of North Water Street to forty-four (44) feet from its existing forty (40) foot width is recommended in order to provide more flexibility to maintain two-way traffic in the event of any future construction activities.

The Kraft Building Site: There is no objection to vacating North Peshtigo Court in the future. If North Peshtigo Court is eliminated and another north/south street is added, its location must be checked with respect to the location of the drop off lanes on East Illinois Street at North Pier terminal. If North Peshtigo Court is retained, adding another north/south street between North Peshtigo Court and North McClurg Court is not recommended.

Parcels P18 and P19: Although it is physically feasible to add signalized access to these sites from intermediate level North Lake Shore Drive, access from this roadway is not recommended. Also, the A.D.A. accessibility of any pedestrian bridge built across Ogden Slip should be reviewed.

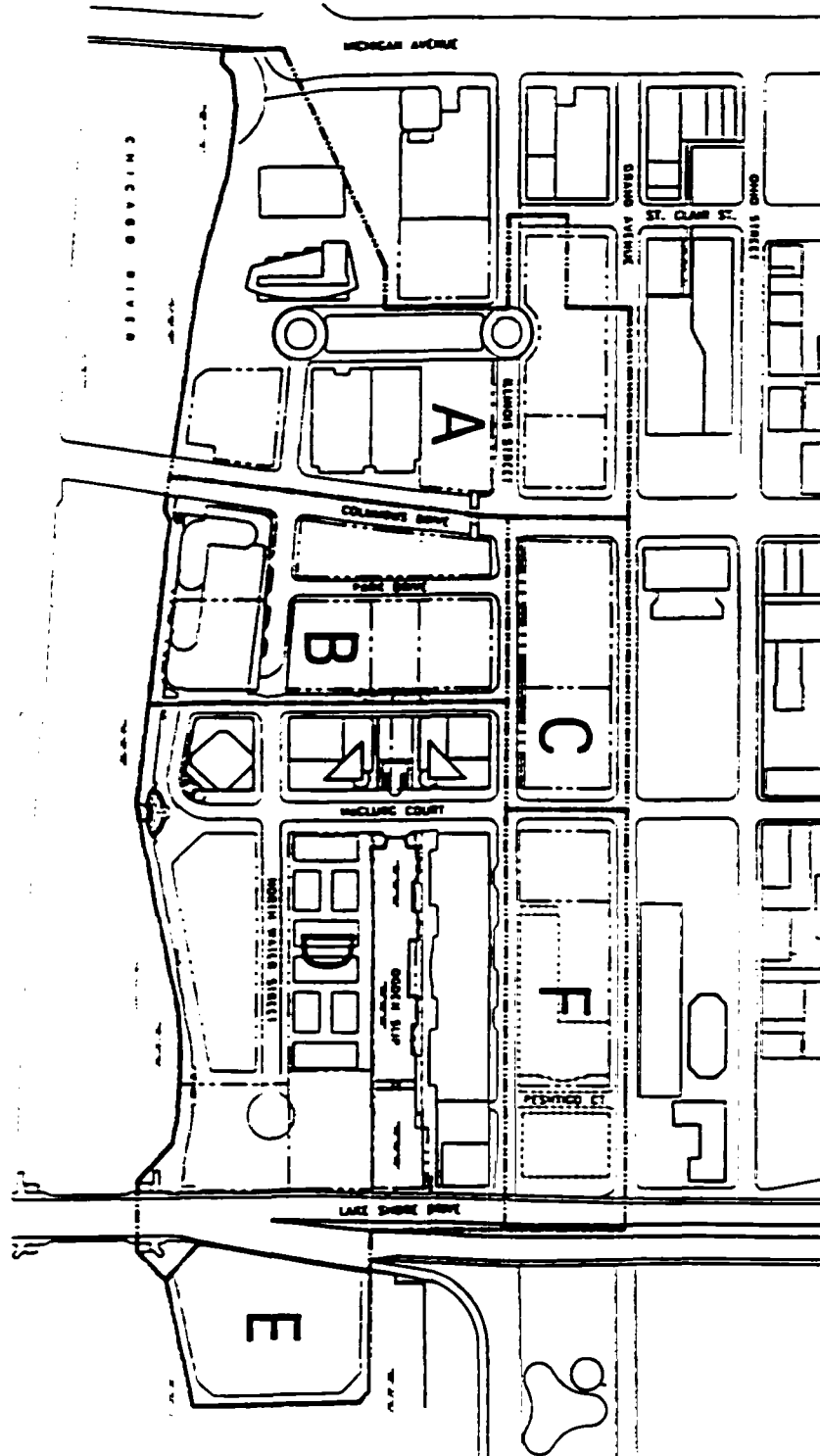
(Sub)Exhibit 2.
(To Plan Of Development Statements)

Existing Zoning Map.



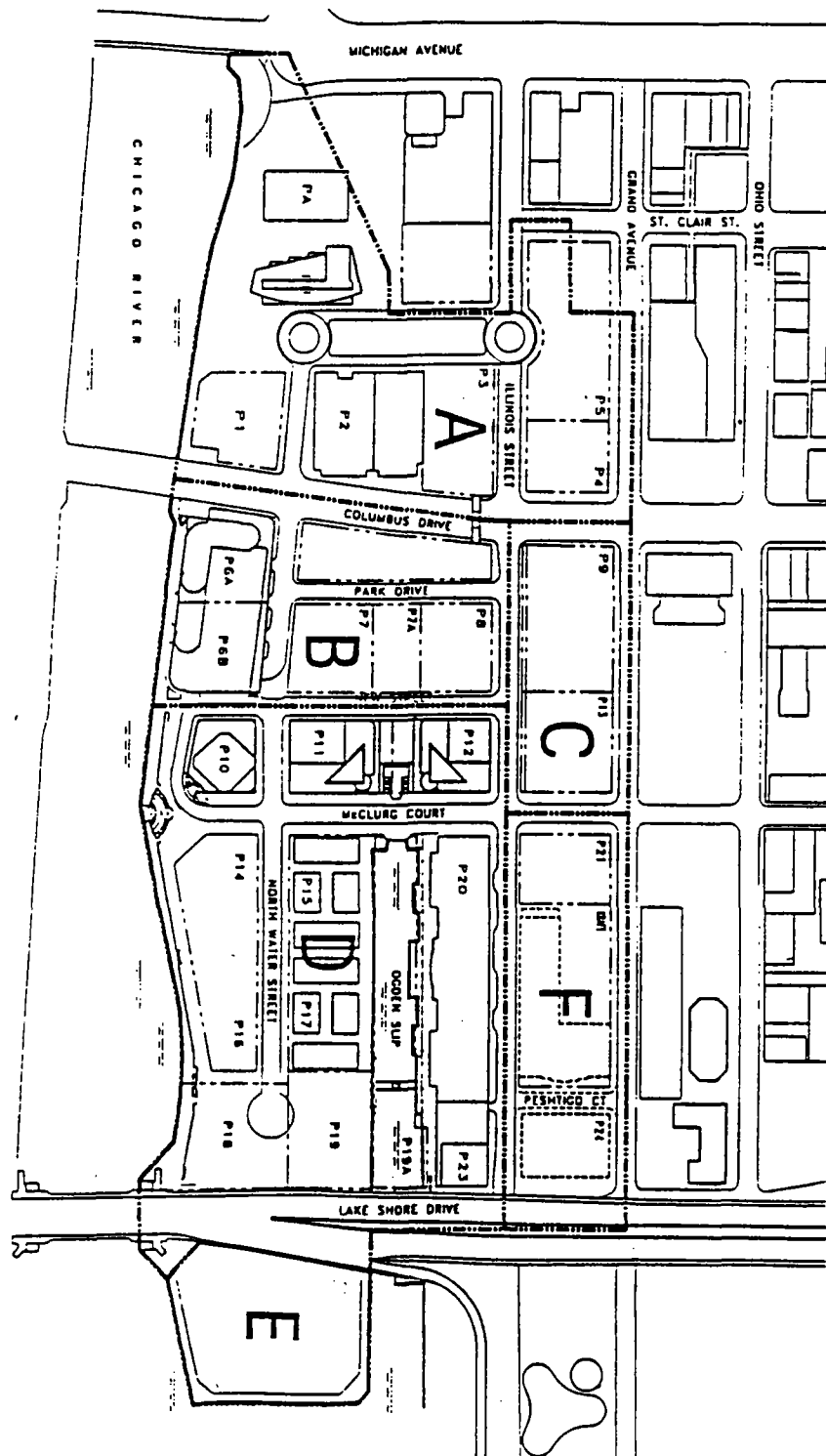
(Sub)Exhibit 3.
(To Plan Of Development Statements)

Planned Development Boundaries And Subarea Map.



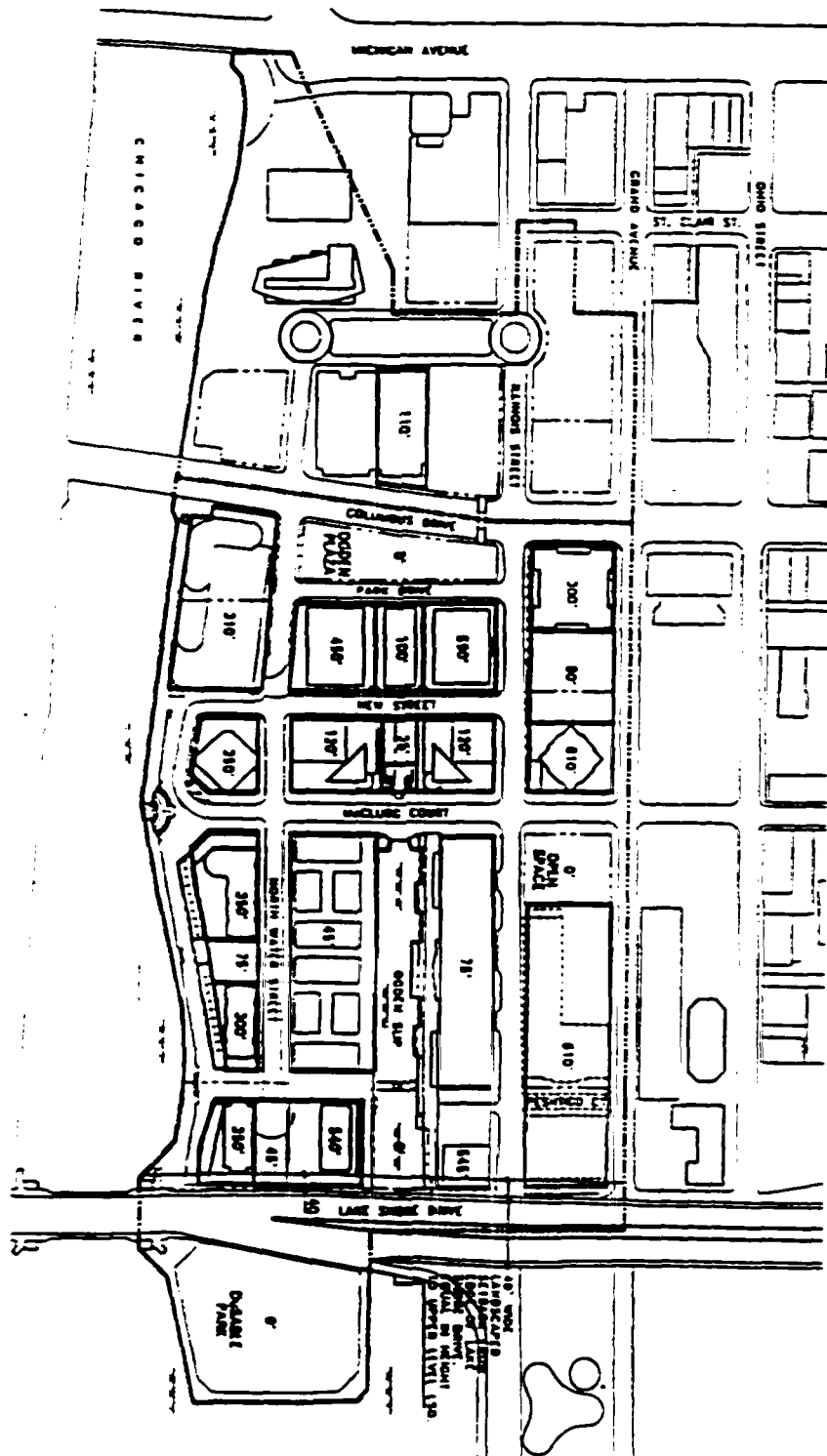
(Sub)Exhibit 4.
(To Plan Of Development Statements)

Planned Development Parcels Map.



(Sub)Exhibit 5.
(To Plan Of Development Statements)

Maximum Height Zones.



12/28/88
P6

QUIT CLAIM DEED OF DEDICATION AND AGREEMENT

8860012

THIS INDENTURE, made this 27th day of December, 1988, between THE CHICAGO DOCK AND CANAL TRUST, a business trust created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, Grantor, and the CHICAGO PARK DISTRICT, a municipal corporation of Illinois, whose address is 425 East McPetridge Drive, Chicago, Illinois, Grantee.

WHEREAS, Residential Business Planned Development Ordinance No. 368 adopted by the Chicago City Council on November 6, 1985 (the "Planned Development Ordinance") provides that the Real Estate (as described below) shall be used as public open space amenities, and in furtherance of such intent, Grantor desires to convey and dedicate the Real Estate to Grantee for public park purposes, subject to the terms and conditions hereof.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, and pursuant to authority of the Board of Trustees of Grantor, by these presents does CONVEY, QUITCLAIM and DEDICATE unto the Grantee, and its assigns, for public park purposes all interest in the Real Estate described as Parcel 1, Parcel 2 and Parcel 3 in Exhibit A attached hereto (together hereinafter sometimes referred to as the "Real Estate"), which Real Estate is situated in the County of Cook and the State of Illinois, subject, however, to the covenants, conditions, restrictions and reservations hereinafter provided, which shall apply to and run

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with the Real Estate, and shall be enforceable as hereinafter provided.

Grantee hereby accepts the conveyance and dedication of the Real Estate made hereby and agrees that Grantee and the Real Estate shall be bound by the covenants, conditions, restrictions, and reservations hereinafter provided.

1. Restrictions on Use.

AS TO PARCEL 1 [THE RIVER ESPLANADE], it is the intention of Grantor and Grantee that said Parcel be used by the public as an open park-like pedestrian walkway, accommodating passive recreational uses (not involving the construction, use, or maintenance of any recreational or sports improvements or facilities) and that, consistent with the use of the Parcel as an open walkway, organized events and activities not be encouraged. In furtherance of these intentions, title to Parcel 1 is hereby conveyed subject to the following covenants, conditions, and restrictions, and Grantee, for itself and its successors and assigns and all owners or occupants claiming by, through, or under it, hereby covenants and agrees as follows:

1. No structures or improvements of any kind, whether of a temporary or permanent character, shall be erected or maintained or shall be permitted to be erected or maintained on Parcel 1, except that the following shall be permitted:

(a) temporary structures (not affixed to any paving or any other improvement) used in connection with special events or activities permitted hereby, except that no such structure shall be maintained for a period of time of more than four (4) consecutive days (plus reasonably required time for set-up and dismantling);

(b) temporary movable structures (not affixed to any paving or any other improvement) used in connection with sales of food and nonalcoholic beverages and goods and services by vendors; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners; and

(c) paving, planters, lights, railings, signs (as necessary to promote or protect the health and safety of the public on the property) benches, waste receptacles, drinking fountains, sculpture, and such other similar fixtures or amenities as are consistent with the intended uses of Parcel 1 as set forth herein.

2. No use of or activity on Parcel 1 shall be permitted between the hours of 11:00 p.m. and 6:00 a.m., except for casual pedestrian traffic.

3. No events or activities which, individually or in the aggregate, shall promote or result in more than fifty (50) persons in attendance at any given time shall be permitted on Parcel 1, except that performing arts events, exhibits of visual arts, and rowing regattas which are attended by more than fifty (50) persons shall be permitted, provided that no such event, exhibit, or regatta shall be held for a period of time exceeding four (4) consecutive days.

4. No boat docking or mooring shall be permitted on or from Parcel 1, except that temporary docking shall be permitted for private pleasure boats, provided that the docking time for any one boat shall not exceed one (1) hour during any one (1) twenty-four hour period.

5. No motorized vehicles shall be permitted on Parcel 1, except police, fire and other safety vehicles.

6. No swimming shall be permitted in the Chicago River from Parcel 1, nor shall swimming or wading be permitted in any decorative fountains which may be erected on Parcel 1.

7. No fireworks shall be displayed, used or otherwise permitted on or from Parcel 1;

8. No alcoholic or fermented beverages shall be served, sold, used or otherwise permitted on Parcel 1; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners.

9. No cooking grills, campfires or other fires shall be used or otherwise permitted on Parcel 1.

10. No fishing shall be permitted in the Chicago River from Parcel 1.

11. No sound amplifiers or transmitters or other sound augmenting devices shall be used or otherwise permitted on Parcel 1.

→ AS TO PARCEL 2 (MAYOR OGDEN PLAZA), it is the intention of Grantor and Grantee that said Parcel be open to the public as a more formal open space with landscaping and paved walkways. It is contemplated that said Parcel will be surrounded by office and commercial buildings and, accordingly, it is intended that neither recreational activities nor organized events or activities are to be encouraged. In furtherance of these intentions, title to Parcel 2 is hereby conveyed subject to the following covenants, conditions, and restrictions, and Grantee, for itself and its successors and assigns and all owners and occupants claiming by, through, or under it, hereby covenants and agrees as follows:

1. No structures or improvements of any kind, whether of a permanent or temporary character, shall be erected or maintained or shall be permitted to be erected or maintained on Parcel 2, except that the following shall be permitted:

(a) temporary structures (not affixed to any paving or any other improvement) used in connection with special events or activities permitted hereby, except that no such structure shall be maintained for a period of time of more

than four (4) consecutive days (plus reasonably required time for set-up and dismantling);

(b) temporary movable structures (not affixed to the paving or any other improvement) used in connection with sales of food and nonalcoholic beverages and goods and services by vendors; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners; and

(c) paving, planters, lights, railings, signs (as necessary to promote or protect the health and safety of the public on the property), benches, waste receptacles, drinking fountains, sculpture and such other similar fixtures or amenities as are consistent with the intended uses of Parcel 2 as set forth herein.

2. No use of or activity on Parcel 2 shall be permitted between the hours of 11:00 p.m. and 6:00 a.m. each day.

3. No events or activities which, individually or in the aggregate, shall promote or result in more than fifty (50) persons in attendance at any given time shall be permitted on Parcel 2, except that performing arts events and exhibits of visual arts which are attended by more than fifty (50) persons shall be permitted, provided that no such event or exhibit shall be held for a period of time exceeding four (4) consecutive days.

4. No motorized vehicles shall be permitted on Parcel 2, except police, fire and other safety vehicles.


5. No swimming or wading shall be permitted in any decorative fountains which may be erected on Parcel 2.

6. No fireworks shall be displayed, used or otherwise permitted on or from Parcel 2.

7. No alcoholic or fermented beverages shall be served, sold, used or otherwise permitted on Parcel 2; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners.

8. No cooking grills, campfires or other fires shall be used or otherwise permitted on Parcel 2.

9. No sound amplifiers or transmitters or other sound augmenting devices shall be used or otherwise permitted on Parcel 2.

AS TO PARCEL 3 [JEAN BAPTISTE POINTE DU SABLE PARK], it is  the intention of Grantor and Grantee that said Parcel be open to the public as a more informal open space, with predominantly grassy landscaping and trees, accommodating both active and passive recreational activities, and that permanent structures be permitted only for limited purposes as described herein. In furtherance of these intentions, title to Parcel 3 is hereby conveyed subject to the following covenants, conditions, and restrictions, and Grantee, for itself and its successors and assigns and all owners and occupants claiming by, through, or under it, hereby covenants and agrees as follows:

1. No structures or improvements of any kind, whether of a permanent or temporary character, shall be erected or maintained or shall be permitted to be erected or maintained on Parcel 3, except that the following shall be permitted:

(a) recreational and sports facilities open to the public, provided that: (i) any use or admission fee charged to the public in respect of the use thereof shall be no greater than fees customarily charged in the City of Chicago in respect of the use of publicly owned and operated recreational and sports facilities; (ii) any such structures shall be subject to the floor area ratio and site limitations set forth in the Planned Development Ordinance; and (iii) the design and the plans and specifications for any such structure shall be subject to the prior approval of Grantor;

(b) temporary structures (not affixed to any paving or any other improvement) used in connection with special events or activities permitted hereby, except that no such structure shall be maintained for a period of time of more than four (4) consecutive days (plus reasonably required time for set-up and dismantling);

(c) temporary movable structures (not affixed to the paving or any other improvement) used in connection with sales of food and nonalcoholic beverages and goods and services by vendors; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners; and

(d) paving, planters, lights, railings, signs (as necessary to promote or protect the health and safety of the public on the property), benches, waste receptacles, drinking fountains, sculpture, and such other similar fixtures or amenities as are consistent with the intended uses of Parcel 3 as set forth herein.

2. No use of or activity on Parcel 3 shall be permitted between the hours of 11:00 p.m. and 6:00 a.m. each day.

3. Grantee shall not sponsor, promote or actively encourage organized events or activities which, individually or in the aggregate, promote or result in more than fifty (50) persons in attendance at any given time on Parcel 3, except that performing arts events, exhibits of visual arts, and rowing regattas which are attended by more than fifty (50) persons shall be permitted, provided that no such event, exhibit, or regatta shall be held for a period of time exceeding four (4) consecutive days.

4. No boat docking or mooring shall be permitted on or from Parcel 3, except that temporary docking along the retaining wall (but without docks or floating elements in the water, whether or not attached to the retaining wall) shall be permitted for (a) tour, charter, and commuter boats between the hours of 6:00 a.m. and 11:00 p.m. in accordance with operating and service guidelines to be approved by Grantor and Grantee, provided that the docking time for any one boat at any one time shall not exceed two (2) hours and provided that ticket sales for said

boats shall not be conducted on Parcel 3 and no booths, shelters, or other similar improvements appurtenant to such boat operations shall be permitted on Parcel 3, and (b) private pleasure boats, provided that the docking time for any one boat shall not exceed two (2) hours during any one (1) twenty-four hour period.

5. No motorized vehicles shall be permitted on Parcel 3, except police, fire and other safety vehicles and service vehicles serving permanent structures permitted hereunder to be located on Parcel 3.

6. No swimming shall be permitted in Ogden Slip, Lake Michigan or the Chicago River from Parcel 3, nor shall swimming or wading be permitted in any decorative fountains which may be erected on Parcel 3.

7. No fireworks shall be displayed, used or otherwise permitted on or from Parcel 3.

8. No alcoholic or fermented beverages shall be served, sold, used or otherwise permitted on Parcel 3; provided, however, that alcoholic beverages may be served at special events sponsored by Grantee upon specific approval for a specified event by Grantee's Board of Commissioners.

9. No cooking grills, campfires or other fires shall be used or otherwise permitted on Parcel 3.

10. No sound amplifiers or transmitters or other sound augmenting devices shall be used or otherwise permitted on Parcel 3.

The foregoing covenants, conditions and restrictions imposed upon the Real Estate are subject, however, to the rights of the public as conferred by the First Amendment to the United States Constitution. To the extent that such action does not impinge upon the public's First Amendment rights, however, Grantee shall use its best efforts to enforce and abide by the covenants, conditions and restrictions set forth herein.

2. Construction and Maintenance of Improvements.

The Real Estate conveyed hereby consists, as of the date hereof, generally of unimproved real property. In order to provide interim landscaping on some of the Real Estate, Grantor agrees to grade and seed Parcel 3 within one year after the date hereof. In addition, in order to provide additional interim landscaping in the vicinity of some of the Real Estate, Grantor also agrees to grade and seed within one year after the date hereof the private development parcels now owned by Grantor and lying east of McClurg Court, south of Ogden Slip and north of East North Water Street (and East North Water Street as extended easterly).

All improvements to be constructed on the Real Estate shall be designed and constructed in accordance with the Internal Design Standards referred to in the Planned Development Ordinance and, subject to the following provisions of this Section 2, in accordance with the basic design development drawings and minimum development criteria approved by Grantor and Grantee (collectively the "Design Development Plan") and memorialized in a Memorandum of even date herewith signed by Grantor and Grantee entitled "Chicago Dock Dedication of Parks; Basic Design Development Plan."

With respect to Parcel 3, Grantor and Grantee shall jointly establish general design principles consistent with Grantor's master plan for the development of Cityfront Center East, in which the Real Estate is located. Grantee will have primary

responsibility and authority with respect to the design of Parcel 3 and shall complete such design in consultation with Grantor.

Grantor has agreed to construct at its cost and expense improvements on the Real Estate for the public enjoyment of the Real Estate as open areas in accordance with the Design Development Plan, subject to the terms of this Section 2 and also subject to such additions and upgrading in quality, type, and design as Grantor may elect to make. The improvements on Parcel 1 and Parcel 2 shall be constructed in accordance with the time schedule prescribed by the Planned Development Ordinance; and the improvements on Parcel 3 shall be completed not later than six (6) years after the date hereof. Grantee may, in its discretion, elect to construct the improvements on Parcel 3 itself or through its own contractors at any time prior to commencement of construction by Grantor; and in such event, Grantor will reimburse Grantee for up to Six Hundred Thousand Dollars (\$600,000.00) of construction costs at the expiration of six (6) years after the date hereof or such earlier date as may be agreed by Grantor and Grantee.

Grantor agrees to maintain at Grantor's expense the Real Estate and all improvements thereon, including landscaping, constructed by Grantor, in a clean and sightly condition and in good order and repair and similarly to maintain at Grantor's expense all improvements constructed by Grantee on Parcel 3 in accordance with the general design principles jointly established by Grantor and Grantee (but excluding any extraordinary improve-

ments and improvements requiring extraordinary maintenance). Notwithstanding the foregoing, Grantor may assign any or all of its obligations hereunder with respect to such maintenance of the Real Estate and improvements (but not Grantor's obligation to construct the initial improvements) to a property owners association consisting of the owners (including for this purpose ground lessees) of some or all of the property subject to the Planned Development Ordinance and lying east of Columbus Drive (said property being commonly known as "Cityfront Center East"), and upon any such assignment, Grantor shall be released from all such assigned maintenance obligations.

Grantee may, at its expense, construct additional improvements on the Real Estate, subject to the covenants, conditions, and restrictions contained herein, provided that any such improvements shall be of a quality, type, and design consistent with the improvements constructed by Grantor or, in the case of Parcel 3, of a quality, type, and design consistent with the improvements constructed by Grantee in accordance with the terms of this Section 2. Prior to Grantee's commencement of construction of any such additional improvements, Grantee shall deliver to Grantor the plans and specifications therefor. Except to the extent otherwise provided above in this Section 2 with respect to Parcel 3, Grantee shall maintain any such additional improvements constructed by it in a clean and sightly condition and in good order and repair.

Grantor hereby reserves for itself, its successors and assigns, access to, through, on, over, and through the Real Estate for purposes of constructing the improvements on the Real Estate required hereby to be constructed by Grantor and for performing all maintenance of the Real Estate and improvements required hereby to be performed by Grantor.

3. Conditions of Title.

The Real Estate is subject to that certain Residential-Business Planned Development No. 368 (the "Planned Development Ordinance") approved by the City Council on November 6, 1985, including, without limitation, the requirements of the "Internal Design Standards" promulgated in accordance with the Planned Development Ordinance.

The Real Estate conveyed hereby is further subject to that certain Cityfront Center Maintenance Agreement dated June 12, 1987 and entered into between Grantor and the City of Chicago (the "Maintenance Agreement"), whereby Grantor has undertaken certain maintenance obligations with respect to certain improvements to be constructed on the Real Estate and on certain other real property contiguous with the Real Estate. Pursuant to the Maintenance Agreement, Grantor has reserved the right to assign its maintenance obligations thereunder to a property owners association and, upon any such assignment, to be released of its maintenance obligations thereunder.

The Real Estate conveyed hereby is also subject to that certain Development Rights Agreement between Grantor and The

Equitable Life Assurance Society of the United States dated as of December 31, 1985 and recorded as Document No. 85343997. The Development Rights Agreement requires the construction and maintenance of certain pedestrian concourse connections between Parcel 2 and adjoining property. Grantor, for itself and its successors and assigns, hereby reserves the right to construct and maintain said pedestrian concourse connections in accordance with the terms of the Development Rights Agreement.

Parcel 3 of the Real Estate conveyed hereby is subject to that certain Grant and Declaration of Non-Exclusive Easement dated September 30, 1986 and recorded as Document No. 86446718, as subsequently amended, relating to the use of Ogden Slip and the turning basin located north and east of Parcel 3.

4. Reservation of Additional Rights by Grantor.

Grantor hereby reserves for itself, its successors and assigns, a perpetual easement in and to that part of Parcel 2 lying below the finished grade or finished elevation improved for use as an open area, for the purpose of constructing, maintaining, repairing, and operating a parking facility or such other improvements as Grantor deems necessary or desirable in connection with its ownership of other real estate, together with all necessary easements over and across Parcel 2 for access during the construction of such parking facility or other improvements, and thereafter for the continued maintenance, repair, and operation thereof. The foregoing reservation shall not, however, impose upon Grantor the obligation to construct a

parking facility or any other improvements. Grantor shall be responsible for the maintenance of any such parking facility or other improvements constructed in such easement area, including the maintenance of any related support structure under the finished grade or finished elevation of Parcel 2; provided, however, that Grantor may assign any or all of its obligations hereunder with respect to such maintenance to any owner (or ground lessee) of property in Cityfront Center East to whom the right to use or operate such parking facility or other improvements is assigned or to a property owners association consisting of the owners (including for this purpose ground lessees) of some or all of the property in Cityfront Center East, and upon any such assignment, Grantor shall be released from all such assigned maintenance obligations.

With respect to the conveyance of Parcel 3 of the Real Estate conveyed hereby, Grantor, for itself and its successors and assigns, hereby reserves a perpetual non-exclusive easement for ingress, egress and navigational purposes in and over that part of Parcel 3 which is included within the Ogden Slip and the Canal Basin, for the benefit of Blocks 5, 6 and 7 in Cityfront Center Resubdivision and for the benefit of any air rights parcel that may be developed over Ogden Slip and west of Lake Shore Drive.

Grantor further reserves for itself, its successors and assigns, all necessary easements and rights-of-way on, over, under, and through the Real Estate for the purpose of constructing, maintaining, repairing, and replacing improvements and systems of light, electric power, telecommunication lines or

cables, gas, sewers and any other utilities on or for the benefit of other real estate in Cityfront Center East.

Grantor, for itself and its successors and assigns, reserves the right to maintain and operate, or to license other persons or entities to maintain and operate, tour, charter and commuter boat operations at and from Parcels 1 and 3 of the Real Estate. Any such operations shall be in accordance with operating and service guidelines to be approved by Grantor and Grantee and shall be subject to reasonable regulations of general application established by Grantee with respect to insurance and safety concerns for such tour, charter, and commuter boat operations. Grantor further reserves all necessary and appropriate easements on, over, and through Parcels 1 and 3 in connection with any such operations conducted or licensed by Grantor (including, but not limited to, easements to construct and maintain necessary fixtures and appurtenances for tying up, loading, and unloading boats). The rights reserved by Grantor under this paragraph shall be controlling notwithstanding the prohibition on such operations on or from Parcel 1 contained in the restrictions on use in Section 1 of this instrument.

5. Names of Parcels.

Grantor has named the Parcels comprising the Real Estate and conveyed hereby as follows: Parcel 1 - The River Esplanade; Parcel 2 - Mayor Ogden Plaza; and Parcel 3 - Jean Baptiste Pointe Du Sable Park. By its acceptance of the conveyance made hereby, Grantee hereby agrees that it shall not cause or permit any

change in the name of any of said Parcels without the prior written consent of Grantor or its successors and assigns, which consent may be given or withheld in the sole discretion of Grantor or its successor and assigns.

6. Enforcement; Right of Re-Entry; Amendment and Waiver.

The conveyance of the Real Estate made hereby is made, and Grantee accepts the same, upon the express condition that each of said Parcels be used for the express purposes and subject to the covenants, conditions, and restrictions set forth herein. In the event any of said covenants, conditions and restrictions are breached or are otherwise not enforced or followed, Grantor hereby reserves for itself and its successors and assigns, the right to re-enter each of said Parcels as to which any of said covenants, conditions and restrictions is breached or otherwise not enforced or followed and to recover title and possession thereto. Upon any such re-entry, Grantor shall regain title to the Parcel free of the covenants, conditions, and restrictions contained herein. In addition to the foregoing right of re-entry, Grantor reserves, for itself and its successors and assigns: the right to perform any of the obligations of Grantee hereunder upon the failure of Grantee to perform such obligations, and to receive from Grantee reimbursement of Grantor's costs and expenses of such performance; the right to receive from Grantee reimbursement of all costs and expenses (including attorneys' fees) of enforcing the provisions hereof; and the right to seek such other remedies against Grantee as are appro-

priate including, but not limited to, mandatory injunctive relief. Without limiting the enforcement rights of Grantor hereunder, the foregoing remedies (other than the right of re-entry) may also be exercised by any successor owner or owners of all or any part of the property located in Cityfront Center East, except that if an association of such property owners (including for this purpose ground lessees) is hereafter formed, the right of such owners to exercise the remedies set forth herein shall be held by such property owners association and not by such individual owners.

This instrument may be amended, and the enforcement and applicability of any of the covenants, conditions, and restrictions contained herein may be waived in any particular instance, only by a recorded written instrument of amendment or by a written waiver (which need not be recorded), as the case may be, executed by Grantor, Grantee, and the property owners association referred to above, if such an association is established (the consent of any property owners, in addition to Grantor, other than through such association not being required if such an association is established); provided that if such a property owners association is not established, then any amendment or waiver executed by Grantor and Grantee not more than twenty (20) years after the date hereof shall be effective without the consent or agreement of any other owners but any amendment or waiver executed by Grantor and Grantee more than twenty (20) years after the date hereof shall also require the

consent or agreement of all other owners of fee title to property included in Cityfront Center East. In addition to the foregoing, Grantor may in its discretion, by written instrument assign to such property owners association any rights of approval or consent of Grantor hereunder and any rights or easements reserved by Grantor hereunder, provided that Grantor shall deliver a copy of any such assignment to Grantee.

7. Miscellaneous.

Grantee agrees, promptly upon any request by Grantor, to join in the execution and filing of any appropriate applications and other instruments and to cooperate in all other reasonable ways in obtaining and confirming the exemption of the Real Estate from all real estate taxes levied or assessed in respect of periods from and after the date of the execution and delivery of this instrument.

Grantee acknowledges that it has and shall exercise exclusive control and responsibility over the Real Estate subject to the covenants, conditions, and restrictions contained herein and that neither Grantor nor any other party shall have any obligation to exercise any rights or powers of enforcement reserved by Grantor hereunder with respect to such covenants, conditions, and restrictions; all such rights and powers of enforcement shall be in the sole discretion of Grantor or any other applicable party to enforce or not enforce as they may desire, without being subject to any duty to Grantee, the public, or any other person or entity to do so.

Grantor shall indemnify, defend and hold harmless Grantee (including Grantee's commissioners, officers, agents and employees) from and against all claims, liabilities, suits, damages, losses, costs and expenses (including attorneys' fees) incurred by or asserted against Grantee and resulting from any willful or negligent act or omission of Grantor or its agents or employees in performance of Grantor's duties and obligations under this instrument. Grantee shall indemnify, defend and hold harmless Grantor (including Grantor's trustees, officers, agents, and employees) from and against all claims, liabilities, suits, damages, losses, costs and expenses (including attorneys' fees) incurred by or asserted against Grantor and resulting from any willful or negligent act or omission of Grantee or its agents or employees in performance of Grantee's duties and obligations under this instrument.

Notwithstanding anything to the contrary contained in this instrument, upon any re-entry and gaining of title and possession by Grantor of any of the Parcels comprising the Real Estate pursuant to the rights and remedies reserved by Grantor hereunder or upon any reconveyance of any of the Parcels by Grantee to Grantor, Grantor shall gain and hold title to such transferred Parcel or Parcels free of all of the covenants, conditions, and restrictions contained herein.

If any provision of this instrument, or the application thereof in any instance, is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of this instrument or the application of any provision hereof in any other instance.

All headings and titles used in this instrument are for convenience of reference only and shall not be construed to restrict, expand, or otherwise affect the interpretation of any of the provisions of this instrument.

All rights of Grantor hereunder shall inure to the benefit of Grantor and its successors and assigns, including but not limited to any successor by merger, consolidation, or reorganization.

The Chicago Dock and Canal Trust is an Illinois business trust established under a Declaration of Trust dated January 22, 1962 and restated as of September 16, 1986, a copy of which is on file at the Office of the Trust and is available for examination. The name "The Chicago Dock and Canal Trust" refers to the trustees under said Declaration as trustees and not personally; no trustee, beneficiary, officer or agent of The Chicago Dock and Canal Trust shall be held to any personal liability in connection with any representation or agreement contained in this instrument

or in connection with the affairs of said Trust, and other parties shall look only to funds and property of the Trust for the payment of any debt, demand or liability.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

F.A. Reichelderfer
Assistant Secretary

THE CHICAGO DOCK AND CANAL TRUST,
an Illinois business trust

By:

Charles R. Gardner
President

~~ATTEST:~~

By: William B. Smith
Its: President

CHICAGO PARK DISTRICT,
a municipal corporation

By:

John R. Hume
Its: Mayor

Address of Property:

- Parcel 1:** East of Columbus Drive and west of North Lake Shore Drive, north of the Chicago River, Chicago, Illinois
- Parcel 2:** East of Columbus Drive, between East Illinois Street and East North Water Street, Chicago, Illinois
- Parcel 3:** East of North Lake Shore Drive, north of the Chicago River, Chicago, Illinois

Permanent Index Numbers:

- Parcel 1:** 17-10-221-011
17-10-221-006 (partial)
- Parcel 2:** 17-10-219-009
17-10-219-010
- Parcel 3:** 17-10-220-001

This instrument was prepared by:

Michael F. Csar, Esq.
Burke, Wilson & McIlvaine
135 South LaSalle Street
Suite 2300
Chicago, Illinois 60603

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of December, 1988, by Charles R. Gardner, President, and F.A. Reichelderfer, Assistant Secretary, of THE CHICAGO DOCK AND CANAL TRUST, an Illinois business trust, on behalf of the Trust.

Diana Staple
Notary Public

My commission expires: June 6, 1989

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 29th day of December 1988, by William P. Deschamps the President and the of the CHICAGO PARK DISTRICT, a municipal corporation, on behalf of the corporation.

Judith A. Somogyi
Notary Public

My commission expires: June 24, 1990

EXHIBIT A

**To Quit Claim Deed of Dedication
and Agreement**

Legal Description of Real Estate

Parcel 1 - The River Esplanade

PARCEL A:

ALL OF BLOCK 16 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART OF BLOCK 16 CONSISTING OF APPROXIMATELY 9,257 SQUARE FEET OF LAND, LYING SOUTHERLY OF AND ADJOINING THE SOUTHERLY LINE OF N. McCLURG COURT WHICH WAS CONVEYED TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO BY SPECIAL WARRANTY DEED DATED DECEMBER 24, 1987 AND RECORDED ON DECEMBER 29, 1987 AS DOCUMENT NO. 87677190, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF SAID BLOCK 16, AT THE INTERSECTION OF SAID NORTHERLY LINE WITH THE CENTERLINE OF N. McCLURG COURT AFORESAID, AND RUNNING

THENCE NORTHEASTWARDLY ALONG SAID NORTHERLY LINE OF BLOCK 16, BEING ALSO THE SOUTHERLY LINE OF N. McCLURG COURT AND BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST WITH A RADIUS OF 217.50 FEET, A DISTANCE OF 106.905 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID E. RIVER DRIVE;

THENCE SOUTHEASTWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO SAID SOUTHEASTERLY LINE OF E. RIVER DRIVE, A DISTANCE OF 19.55 FEET;

THENCE NORTHEASTWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 0.847 FEET;

THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 26.192 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 16, WHICH POINT IS 111.962 FEET (MEASURED PERPENDICULAR) EAST FROM THE SOUTHWARD EXTENSION OF THE CENTERLINE OF SAID N. McCLURG COURT;

THENCE SOUTHWESTWARDLY ALONG SAID SOUTHERLY LINE OF BLOCK 16, BEING ALSO THE NORTHERLY DOCK LINE OF THE CHICAGO RIVER, A DISTANCE OF 113.89 FEET TO AN INTERSECTION WITH SAID SOUTHWARD EXTENSION OF THE CENTERLINE OF N. McCLURG COURT, AT A POINT WHICH IS 39.911 FEET (MEASURED ALONG SAID SOUTHWARD EXTENSION) SOUTH FROM THE NORTHERLY LINE OF SAID BLOCK 16;

THENCE CONTINUING SOUTHWESTWARDLY ALONG LAST DESCRIBED LINE, A DISTANCE OF 14.879 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE;

THENCE NORTHWESTWARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF SAID BLOCK 16, A DISTANCE OF 99.731 FEET, TO A POINT WHICH IS 113.629 FEET (MEASURED PERPENDICULAR) WEST FROM THE SOUTHWARD EXTENSION OF THE CENTERLINE OF SAID N. McCLURG COURT;

THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 26.19 FEET, TO A POINT WHICH IS 110.366 FEET (MEASURED PERPENDICULAR) WEST FROM THE SOUTHWARD EXTENSION OF THE CENTERLINE OF N. McCLURG COURT;

THENCE SOUTHEASTWARDLY ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 3.50 FEET;

THENCE NORTHEASTWARDLY ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE, A DISTANCE OF 24.588 FEET, TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID N. McCLURG COURT, SAID WESTERLY LINE BEING PERPENDICULAR TO THE SOUTHWESTERLY LINE OF E. RIVER DRIVE;

THENCE NORTHEASTWARDLY ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 6.507 FEET TO THE SOUTHWESTERLY LINE OF SAID E. RIVER DRIVE, AND

THENCE SOUTHEASTWARDLY ALONG THE NORTHERLY LINE OF SAID BLOCK 16, BEING ALSO THE SOUTHERLY LINE OF N. McCLURG COURT, AND BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 217.50 FEET, A DISTANCE OF 106.905 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF BLOCK 15 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 15 177.45 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, AND RUNNING

THENCE EAST ALONG A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 15 TO A POINT ON THE MOST WESTERLY EAST LINE OF SAID BLOCK 15;

THENCE SOUTH ALONG SAID MOST WESTERLY EAST LINE OF SAID BLOCK 15 TO THE MOST WESTERLY SOUTHEAST CORNER OF SAID BLOCK 15;

THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 15 TO THE SOUTHWEST CORNER OF SAID BLOCK 15;

THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 15 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2 - Mayor Ogden Plaza

ALL OF BLOCK 9 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Parcel 3 - Jean Baptiste Pointe Du Sable Park

PARCEL A:

ALL OF BLOCK 17 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM APPROXIMATELY 670 SQUARE FEET OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 17, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 17, A DISTANCE OF 10.181 FEET;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 134.618 FEET, TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID BLOCK 17, AT A POINT 132.833 FEET (AS MEASURED ALONG SAID WESTERLY LINE) SOUTHERLY FROM SAID NORTHWEST CORNER OF BLOCK 17, AND

THENCE NORTHWARDLY ALONG SAID WESTERLY LINE OF BLOCK 17, SAID DISTANCE OF 132.833 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B:

ALL OF GRANTOR'S INTEREST IN THAT PART OF THE OGDEN SLIP AND THE CANAL AND BASIN LYING EAST OF NORTH LAKE SHORE DRIVE AND EAST AND NORTH OF AND ADJOINING BLOCK 17 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM APPROXIMATELY 820 SQUARE FEET OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 17, BEING A POINT ON THE SOUTH LINE OF SAID OGDEN SLIP (SAID SOUTH LINE HAVING A BEARING OF NORTH 89 DEGREES 43 MINUTES 39 SECONDS EAST, ASSUMED) AND RUNNING

THENCE NORTH 08 DEGREES 16 MINUTES 00 SECONDS EAST, A DISTANCE OF 66.889 FEET TO THE CENTERLINE OF THE AFORESAID OGDEN SLIP;

THENCE EAST ALONG SAID CENTERLINE, HAVING A BEARING OF NORTH 89 DEGREES 26 MINUTES 23 SECONDS EAST, A DISTANCE OF 14.608 FEET;